



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/18/20

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

A5 Design and Construction, LLC (Headquarters: Tucson, AZ) - Primary; Arizona Style Construction, LLC (Headquarters: Tucson, AZ) - Secondary; Desert Earth and Wood, L.L.C. (Headquarters: Tucson, AZ) - Tertiary

***Project Title/Description:**

Pima County - Lead Based Paint Hazard Control Program

***Purpose:**

Award: Master Agreement No. MA-PO-20-114. This award of master agreement is for an initial term of one (1) year in an annual shared award amount of \$750,000.00 for an agreement term of 02/18/20 to 02/17/21 and includes four (4) one-year renewal options that may be executed by the Procurement Director in an amount not to exceed the annual amount approved by the Board of Supervisors (BOS) per BOS Policy D29.4. Administering Department: Community Development and Neighborhood Conservation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2000056 was conducted. Three (3) responses were received. Award is to the lowest, responsive and responsible bidders.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

Complete an estimated 65 Lead Hazard Control (LHC) interventions/projects and achieve post-LHC clearance on privately-owned residential housing units identified by Pima County.

***Public Benefit:**

Maximize the number of children under age of 6 protected from lead poisoning and maximize the number of housing units where lead hazards are controlled.

***Metrics Available to Measure Performance:**

Number of privately-owned residential housing units controlled of lead hazards and having achieved post LHC clearance.

***Retroactive:**

No.

To: COB 2-12-2020 (1)
Vers: 1
Pg: 103

PER172001043POC KIF

Contract / Award InformationDocument Type: MA Department Code: PO Contract Number (i.e., 15-123): 20-114Effective Date: 02/18/20 Termination Date: 02/17/21 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 750,000.00 ☐ Revenue Amount: \$ _____*Funding Source(s) required: U.S. Department of Housing and Urban Development (HUD)
Lead Hazard Control and Healthy Homes Grant and Community Development Block GrantFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ NoIf Yes, is the Contract to a vendor or subrecipient? SubrecipientWere insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the
Federal government or passed through other organization(s)? _____Contact: Matthew Sage, CPPB 1/30/20 1/30/20Department: Procurement 1/30/20 Telephone: 724-8586Department Director Signature/Date: [Signature] 1/31/2020Deputy County Administrator Signature/Date: [Signature] 1/31/2020County Administrator Signature/Date: [Signature] 2/2/2020

(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: January 8, 2020

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2000056 for Pima County Lead Based Paint Hazard Control Program that the following listed 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 4, 2020.

Award is recommended to the lowest, responsive and responsible Bidders.

<u>AWARDEE NAMES</u>	<u>GROUP</u>	<u>BID AMOUNT</u>	<u>SHARED ANNUAL AWARD AMOUNT</u>
A5 Design and Construction LLC	Primary	\$1,386,234.90*	\$750,000.00
Arizona Style Construction, LLC	Secondary	\$1,403,930.15*	
Desert Earth and Wood, L.L.C.	Tertiary	\$1,831,016.15**	

*Bid amount as shown does not include all items.

**Bid amount as shown includes corrections.

Issued by: Matthew Sage, CPPB; Procurement Officer

Telephone Number: (520) 724-8586

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

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

61

PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION

PROJECT: Pima County – Lead Based Paint Hazard Control Program

CONTRACTORS: A5 Design and Construction, LLC
P.O. Box 87107
Tucson, Arizona 85754

Arizona Style Construction, LLC
700 North Lazy J Way
Tucson, Arizona 85748

Desert Earth and Wood, L.L.C
245 South Plumer Avenue, Suite 15
Tucson, Arizona 85719

MASTER AGREEMENT NO. MA-PO-20-114

AMOUNT: \$750,000.00

FUNDING: U.S. Department of Housing and Urban Development (HUD)
Lead Hazard Control and Healthy Homes Grant
Community Development Block Grant

MASTER AGREEMENT

THIS AGREEMENT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and A5 Design and Construction, LLC, Primary Contractor (PC), Arizona Style Construction, LLC, Secondary Contractor (SC), and Desert Earth and Wood, L.L.C., Tertiary Contractor (TC), hereinafter called CONTRACTOR in the singular, CONTRACTORS in the plural, and all collectively, including COUNTY, referred to as "the Parties".

WITNESSETH

WHEREAS, COUNTY has a need to establish an Agreement with up to five (5) Indefinite Delivery / Indefinite Quantity (ID/IQ) Contractors for Lead Based Paint Hazard Control Program; and

WHEREAS, CONTRACTORS submitted one (1) of the lowest, responsive bids to COUNTY in response to IFB-PO-2000056 for said work; and

WHEREAS, COUNTY selected three (3) of the lowest, responsive bids as ID/IQ 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, RENEWALS, EXTENSIONS AND REVISIONS

This Master Agreement (Agreement), as approved by the Board of Supervisors, commences on February 18, 2020 and terminates on February 17, 2021, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the 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 acknowledgment of the CONTRACTORS and the Board of Supervisors' or the Procurement Director's approval pursuant to Board of Supervisor Policy D29.4. Contract extensions, renewals, or revisions will occur through the issuance by COUNTY to CONTRACTOR of a revised Agreement document setting forth the requested changes. Failure by CONTRACTOR to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by COUNTY will signify acceptance of all such changes by CONTRACTOR and the revision will be binding upon the Parties.

Individual job orders will be implemented by issuing a Delivery Order (DO) to the selected CONTRACTOR to perform the work. Each DO will be an independent contract that will incorporate and be subject to the terms of this Agreement. The terms "DO", "Job Order", "Task Order", and "Contract" are used interchangeably in this Agreement.

Awarding of Jobs
(Primary/Secondary/Tertiary)

The COUNTY Program Manager will contact the Primary Contractor (PC) to schedule an initial job site inspection for the purpose of identifying and documenting the Lead Hazard Control (LHC) work to be performed.

In the event that the PC cannot schedule the initial site inspection within two (2) business days, the Secondary Contractor (SC) will be contacted. In the event that the PC and the SC cannot schedule the initial site inspection within two (2) days, the Tertiary Contractor (TC) will be contacted. This pattern will continue until the list is exhausted. In the event that all CONTRACTORS are unable to meet within two (2) days for the initial site inspection and abide by the due dates for quotes and job schedule, the Program Manager will conduct the initial site inspection with the CONTRACTOR who can meet the earliest date thereafter.

In the case of an emergency, the Program Manager, or Home Rehabilitation Specialist (HRS) will meet with the most readily available CONTRACTOR in order to expedite the work.

Note: In the event that the work performance of any CONTRACTOR is not meeting the required minimum workmanship standards as identified on the bid document specifications, the Program Manager has the authority to stop awarding new jobs to the CONTRACTOR in question until the matter is resolved to the satisfaction of the Program Manager. The work performance issues will be documented and will show that the CONTRACTOR was given opportunity to correct the issues before deferring to another CONTRACTOR. Digressing from established laws, regulations and policies would warrant immediate action on the part of the Program Manager.

The CONTRACTOR will submit a signed and itemized written quote based on the Contract Bid Items for each job within five (5) working days of the initial job site inspection. For example: If the job site inspection was done on a Monday the quote will be due by the end of the work day on the following Monday. The quote can be mailed, e-mailed or delivered in person.

Acceptance of the quote by the COUNTY shall be documented prior to the commencement of the project via the execution of a project Delivery Order (DO). The Program Manager will issue the DO to the CONTRACTOR, via electronic mail, and count as the official "Notice to Proceed" (NTP). The DO will include the following:

- DO number
- Master Agreement Number
- Issue Date
- Total Cost (based off of Program-approved initial quote)
- DO Description - will include "LHC – Client's Last Name/address and zip code
- Project Service Dates

The intention is for the NTP to be issued within two (2) business days of receipt and approval of the quote with the work start date being the date of the NTP.

Work shall not commence until the CONTRACTOR receives a NTP. CONTRACTOR shall be required to perform, complete, and invoice the project as per the written, accepted quotation.

Upon receipt of NTP, CONTRACTOR has a maximum of thirty (30) calendar days to commence work at the subject property for Abatement – Component Replacement jobs, and a maximum of fifteen (15) calendar days to commence work at the subject property for Interim Control – Paint Film Stabilization jobs. The maximum amount of calendar days to complete the work at any subject property is ten (10) calendar days.

CONTRACTOR must notify the Environmental Protection Agency (EPA) at least five (5) business days prior to conducting lead-based paint abatement activities on an awarded LHC project.

CONTRACTOR is required to complete an Occupant Protection Plan (OPP), and provide a copy to the Program and the occupant/s of the project household. Additionally, if the OPP will require temporary relocation of the occupants, CONTRACTOR must inform Program and third party relocation partner as soon as practical to begin coordinating relocation activities of the occupants.

After LHC work is complete, the project must achieve clearance. In the event of a failed clearance, CONTRACTOR has one (1) business day from notification to re-deploy to subject property to correct any and all clearance issues. Failure to re-deploy and start work may result in selection of another CONTRACTOR or Liquidated Damages assessed at a rate of up to \$1,000.00 per day. COUNTY will only pay for one (1) initial Lead Clearance inspection, and a second Lead Clearance inspection. Lead Clearance inspections thereafter will be the responsibility of CONTRACTOR. Said inspections must be paid directly to the third party inspection firm.

CONTRACTOR shall notify the Program Manager that the project is complete, via a phone call or email, including when clearance was achieved and when finish and touchup work is complete.

Final expenditures and/or final invoices shall never exceed the original quote, due to unforeseen circumstances, without the Program's approval. In such situations, CONTRACTOR must submit an itemized quote Change Order (CO) for the additional required work due to the unforeseen circumstances. The (CO) amount will be itemized as per the previous example. In any case, the sum of an invoice shall NOT exceed the total approved DO amount. Any schedule changes or timeline extensions due to unforeseen circumstances will be at the sole discretion of the COUNTY.

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.

ARTICLE 2 – SCOPE OF SERVICES

This is an indefinite delivery/indefinite quantity (ID/IQ) contract for Lead Based Paint Hazard Control Program as COUNTY may order from CONTRACTOR from time to time, or upon packaged/groups of homes. The general scope of the work is lead based paint hazard control through either interim controls, abatement, or a combination of both, of all lead-based paint hazards in program identified privately-owned single- and multi-family-housing units and in common areas of multi-family housing. Such work must be in compliance, with the Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 HUD Guidelines), and all Office of Lead Hazard Control and Healthy Homes (OLHCHH) policy guidance, as applicable.

All work will be done per specifications called for in Delivery Orders, in compliance with **Exhibit "B" – Scope of Work (4 pages)**, **Exhibit "C" – Standards of Workmanship & Specifications (3 Pages)**, and **Exhibit "E" – General Conditions (11 pages)**, appended hereto, and other documents incorporated into this Agreement, all made a part hereof. CONTRACTOR shall provide all labor, materials and equipment necessary to finish ordered line item tasks so that they are complete in place in accordance with industry standards. Line-item unit prices are all-inclusive; components, parts, gaskets, fasteners, connectors, materials, coverings, caulking, or other items not described in a line item but reasonably necessary to complete the task within industry standards are included in the line item and are not separate pay items.

Adjustments for extra items will be made only in exceptional circumstances outside the industry norm involving significant additional costs. All work shall be done per specifications called for in the bid documents, IFB-PO-2000056, and Supplemental Conditions, if any, to the Agreement, and other documents incorporated into this contract, all made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

CONTRACTOR shall provide detailed documentation in support of requested payment. Any payments under this Article shall not prevent the COUNTY from objecting to charges after payment therefor in appropriate cases, or from seeking reimbursement for any such charges. CONTRACTOR may invoice for each ordered job upon completion and acceptance of the work by COUNTY. Payments will be based on the quoted prices for tasks performed.

CONTRACTOR must cite the following on their invoices for completed work.

- Pima County LPBHC Program – 2797 E. Ajo Way, 3rd Floor, 85713
- Invoice Date
- Delivery Order Number
- Master Agreement Number
- Project Address
- Project Completion Date (including clearance date and finish work)
- Total Invoice Amount

Payment for this Contract will be made based on **EXHIBIT "A" – Bid Schedule (28 pages)** submitted by CONTRACTOR in response to Solicitation No. IFB-PO-2000056, attached hereto and made part of this Contract. Line items for which the "Unit" is defined as L.S. will be paid as "Lump Sum". Other line items for which the "unit" is defined as a unit of measure (i.e., "each", "L.F.", etc.) and for which there is a Unit Price, will be measured and paid at the unit price for the actual quantity of work performed in accordance with the Standard Specifications. The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

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

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

ARTICLE 4 – FEDERAL FUNDING

COUNTY and CONTRACTOR understand that the Job Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding. Additional requirements (federal forms) may be attached to and be a part of the Job Order. See **Supplemental Provisions for Federal-Aid Construction Contracts, Exhibit "D" (10 pages)**. CONTRACTOR agrees to be bound by all such requirements and to comply therewith.

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 5 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Master Agreement and in no way limit, the indemnity covenants contained in this Contract. CONTRACTOR'S insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5.1 Minimum Scope and Limits of Insurance:

CONTRACTOR will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Master Agreement have been met. The below Insurance Requirements are minimum requirements for this Master Agreement and in no way limit CONTRACTOR'S indemnity obligations under this Contract. COUNTY in no way warrants that the required insurance is sufficient to protect the CONTRACTOR for liabilities that may arise from or relate to this Contract. If necessary, CONTRACTOR may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

- 5.1.2 **Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Master Agreement with a Combined Single Limit (CSL) of \$1,000,000 each accident.
- 5.1.3 **Workers' Compensation (WC) and Employers' Liability** - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease. 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.
- 5.1.4 **Builder's Risk**- Insurance applies 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 COUNTY.
- 5.1.5 **Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.
- 5.1.6 **Pollution Liability and/or Errors & Omissions Coverage** – applicable to the work being performed, with a limit no less than \$2,000,000 per claim and \$2,000,000 annual aggregate.

5.2 **Additional Insurance Requirements:**

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

- 5.2.1 **Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include **Pima County**, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of CONTRACTOR.
- 5.2.2 **Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall 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.
- 5.2.3 **Primary Insurance:** The CONTRACTOR'S policies shall stipulate that the insurance afforded the CONTRACTOR shall be primary and that any insurance carried by COUNTY, its agents, officials, or employees shall be excess and not contributory insurance.
- 5.2.4 Insurance provided by the CONTRACTOR shall not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

5.3 **Notice of Cancellation:** Each Required Insurance policy must provide, and certificates specify, that COUNTY will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the COUNTY project or Master Agreement number and project description.

5.4 **Verification of Coverage:** CONTRACTOR shall furnish COUNTY with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 5.4.1 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 Master Agreement must be in effect at, or prior to, commencement of work under this Master Agreement. Failure to maintain the insurance coverages or policies as required by this Master Agreement, or to provide evidence of renewal, is a material breach of contract.
- 5.4.2 All certificates required by this Master Agreement shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the COUNTY project or Master Agreement number and project description on the certificate. COUNTY reserves the right to require complete copies of all insurance policies required by this Master Agreement at any time.

- 5.5 **Approval and Modifications:** COUNTY Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Master Agreement amendment, but the approval must be in writing. Neither the COUNTY'S failure to obtain a required insurance certificate or endorsement, the COUNTY'S failure to object to a non-complying insurance certificate or endorsement, or the COUNTY'S receipt of any other information from the CONTRACTOR, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

ARTICLE 6 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies, defends, 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 indemnities.

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 7 – 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 8 – 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 9 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR will perform the work in accordance with the terms of the Contract and with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this 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 10 – 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 11 – 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 12 – 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 13 - 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 14 – 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 15 – 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 CONTRACTOR to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 16 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Agreement within ten (10) days 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 Agreement 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. Neither this Agreement nor any job order issued under this Agreement will be terminated for default or the CONTRACTOR responsible for 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 a Contract 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 17 – 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 18 – 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 19 – 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:

Daniel Tylutki, Interim Director
Community Development and Neighborhood Conservation Department
2797 E. Ajo Way
Tucson, AZ 85713
Tel: (520) 724-3777
Fax: (520) 724-6796

Any Notice required or permitted to be given by COUNTY may be served by personal delivery or certified mail to CONTRACTOR'S contact name in CONTRACTOR'S electronic vendor record.

ARTICLE 20 - NON-EXCLUSIVE AGREEMENT

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 21 - AGREEMENT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Agreement have relied upon information provided in IFB-PO-200056 – Pima County Lead Based Paint Hazard Control Program - Abatement, EXHIBIT "A" – Pima County Lead Based Paint Hazard Control Bid Schedule, EXHIBIT "B" – Scope of Work, EXHIBIT "C" – Pima County Standard of Workmanship and Specifications, EXHIBIT "D" Supplemental

Provisions for Federal-Aid Construction Contracts, EXHIBIT "E" – General Conditions, 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:

1. This Agreement;
2. Supplemental Provisions for Federal-Aid Construction Contracts;
3. Pima County Standard of Workmanship and Specifications;
4. Line Item Specifications;
5. Lead Based Paint Hazard Control Bid Schedule;
6. General Conditions;
7. Contractor's Response to the Solicitation;
8. Instructions to Bidders;
9. Invitation to Bid.

The Parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Agreement 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.

ARTICLE 22 - BONDING REQUIREMENTS

Payment and Performance Bonds are required under this Master Agreement. Bonds must be submitted on an annual basis for the full value of all services reasonably anticipated during the Master Agreement year or may be provided on a delivery-order by delivery-order basis; in the latter case, CONTRACTOR may anticipate additional delivery orders and provide bonds in reasonable increments. At no time shall the cumulative value of the bonds be less than the total value of the services performed by CONTRACTOR under this Agreement, including delivery 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 23 - 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.

ARTICLE 24 – 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 25 – 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 26 – 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 27 – 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 28 – DISPUTES

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONTRACTOR'S counterpart official, such meeting to be held within one (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 Contract notwithstanding the existence of any dispute.

ARTICLE 29 – 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 30 – 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 31 – 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 32 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated as between the parties as original signatures for all purposes.

(Remainder of this page intentionally left blank)

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.

IN WITNESS WHEREOF, the CONTRACTORS and the COUNTY have affixed their signatures to this Agreement on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CONTRACTOR:

Signature

Name and Title (Please Print)

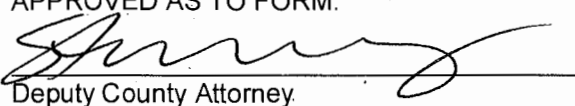
Contractor Name

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

STACEY ROSEBERRY

Name (Please Print)

2/5/2020

Date

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IN WITNESS WHEREOF, the CONTRACTORS and the COUNTY have affixed their signatures to this Agreement on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CONTRACTOR:

Signature

OCTAVIO A. SANTAMARIA
Name and Title (Please Print)

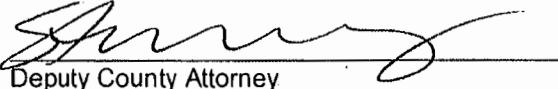
A5 DESIGN AND CONSTRUCTION
Contractor Name

2-7-2020
Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney

STACEY ROSEBERRY

Name (Please Print)

2/5/2020
Date

ARTICLE 33 – ENTIRE AGREEMENT

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IN WITNESS WHEREOF, the CONTRACTORS and the COUNTY have affixed their signatures to this Agreement on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CONTRACTOR:

Signature

Steve P Craig / Member-owner

Name and Title (Please Print)

Arizona Style Construction

Contractor Name

2-6-20

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

[Signature]

Deputy County Attorney
STACEY ROSEBERRY

Name (Please Print)

2/5/2020

Date

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.


IN WITNESS WHEREOF, the CONTRACTORS and the COUNTY have affixed their signatures to this Agreement on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CONTRACTOR:


Signature

Timothy Barrett
Name and Title (Please Print)

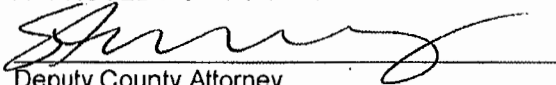
DESERT EARTH AND WOOD
Contractor Name

Feb 7, 2020
Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney

STACEY ROSEBERRY

Name (Please Print)

2/5/2020
Date

EXHIBIT "A"
BID SCHEDULES (28 PAGES)

ATTACHMENT 1 TO AMENDMENT 1

EXHIBIT "A" – BID SCHEDULE - Revised 12/13/19 (9 pages)

IFB-PO-2000056

PIMA COUNTY LEAD BASED PAINT HAZARD CONTROL PROGRAM - ABATEMENT

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
Mobilization					
1	Occupant Protection Plan and EPA Notification				
2	Set-up Interior Containment (to keep dust and debris from entering other interior living areas), with foot pads at work area entrance/exit.	EA	SF 30	\$300 244.35	\$9000 8,830.50
3	Set-up Exterior Containment (to keep dust and debris from exterior soil and surfaces, as well as from entering interior living areas)	EA	SF 40	\$350 314.11	\$14000 12,564.40
Roof System					
Remove and replace deteriorated fascia board at perimeter of roof, per the sizes listed below, including 1" batten edge.					
4	1"x6"	LF	10	\$55.00	\$550.00
5	1"x8"	LF	10	\$70.00	\$700.00
6	2"x6"	LF	10	\$75.00	\$750.00
7	2"x8"	LF	5	\$80.00	\$400.00
8	2"x10"	LF	5	\$85.00	\$425.00
9	Complete Paint Film Stabilization (PFS) on damaged painted wooden surfaces.	SF	70	\$ 3.50	\$245.00
10	Remove and replace damaged and deteriorated wood soffit material, eaves, rafter tails, etc. with new to match as close to existing.	SF	20	\$40.00	\$800.00
11	Remove and replace deteriorated gable vents, to match existing wood.	EA	20	\$250.00	\$5,000.00
12	Remove and replace deteriorated gable vents, to match existing metal.	EA	20	\$300.00	\$6,000.00
13	Remove and replace deteriorated gable shiplap (tongue and groove with like for like material)	SF	20	\$ 3.75	\$75.00
Porches					
14	Remove and replace existing porch ceiling with new 1/2" plywood ceiling to match existing.		5	\$55.00	\$275.00
15	Remove and replace tongue and groove wood flooring to match existing.		5	\$ 8.00	\$40.00
16	Complete Paint Film Stabilization on deteriorated paint on concrete flooring; remove loose paint, prime and paint		5	\$ 3.50	\$17.50
Remove and replace deteriorated wood or metal posts/beams on porch, per sizes below, estimating a length of eight (8) feet.					
17	4" x 4" treated		10	\$25.00	\$250.00
18	4" x 6" treated		10	\$35.00	\$350.00
19	6" x 6" treated		10	\$45.00	\$450.00

Page 1 of 9 Company Name: A5 Design and Construction, LLC

Initials: [Signature]

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Exterior Walls					
20	Wet scrape and encapsulate full coverage of all exposed exterior wood surfaces, using EcoBond product, or equal.	SF	5	\$ 5.00	\$25.00
21	Remove and replace damaged and deteriorated exterior T-111 siding. Include all necessary trim and accessories.	SF	15	\$ 4.00	\$60.00
22	Remove and replace all damaged and deteriorated exterior siding with new cementitious siding.	SF	10	\$ 5.00	\$50.00
23	Stabilize existing stucco with one-coat stucco system (chicken wire, foam, one-coat stucco.	SF	20	\$15.00	\$300.00
Windows					
24	Remove and replace interior window trim with new and matching window trim (Use No. 2 grade wood), up to 3" wide trim.	LF	15	\$ 6.00	\$90.00
25	Remove and replace exterior window trim with new and matching window trim (Use No. 2 grade wood), up to 4" wide trim.	LF	15	\$ 7.00	\$105.00
26	Single Hung Windows 2' X 2'	EA	10	\$460.00	\$4,600.00
27	Single Hung Windows 2' X 3'	EA	10	\$475.00	\$4,750.00
Remove and replace window with O window, with grids:					
28	3' X 2'	EA	20	\$450.00	\$9,000.00
29	3' X 4'	EA	20	\$500.00	\$10,000.00
30	3' X 6'	EA	20	\$580.00	\$11,600.00
31	4' X 4'	EA	20	\$560.00	\$11,200.00
32	4' X 5'	EA	20	\$600.00	\$12,000.00
33	4' X 6'	EA	20	\$650.00	\$13,000.00
34	5' X 4'	EA	20	\$600.00	\$12,000.00
35	5' X 6'	EA	15	\$750.00	\$11,250.00
Remove and replace window with O window, without grids:					
36	3' X 2'	EA	20	\$425.00	\$8,500.00
37	3' X 4'	EA	20	\$475.00	\$9,500.00
38	3' X 6'	EA	20	\$525.00	\$10,500.00
39	4' X 4'	EA	20	\$515.00	\$10,300.00
40	4' X 5'	EA	20	\$540.00	\$10,800.00
41	4' X 6'	EA	20	\$570.00	\$11,400.00
42	5' X 4'	EA	20	\$540.00	\$10,800.00

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with O window, without grids:					
43	5' X 6'	EA	15	\$675.00	\$10,125.00
Remove and replace window with standard X/O slider, with grids:					
44	3' X 2'	EA	20	\$485.00	\$9,700.00
45	3' X 4'	EA	20	\$560.00	\$11,200.00
48	3' X 6'	EA	20	\$700.00	\$14,000.00
47	4' X 4'	EA	20	\$600.00	\$12,000.00
48	4' X 5'	EA	20	\$660.00	\$13,200.00
49	4' X 6'	EA	20	\$725.00	\$14,500.00
50	5' X 4'	EA	20	\$640.00	\$12,800.00
51	5' X 6'	EA	15	\$750.00	\$11,250.00
Remove and replace window with standard X/O slider, without grids:					
52	3' X 2'	EA	20	\$470.00	\$9,400.00
53	3' X 4'	EA	20	\$530.00	\$10,600.00
54	3' X 6'	EA	20	\$650.00	\$13,000.00
55	4' X 4'	EA	20	\$570.00	\$11,400.00
56	4' X 5'	EA	20	\$590.00	\$11,800.00
57	4' X 6'	EA	20	\$660.00	\$13,200.00
58	5' X 4'	EA	20	\$590.00	\$11,800.00
59	5' X 6'	EA	15	\$670.00	\$10,050.00
Remove and replace window with standard X/O/X slider, with grids:					
60	3' X 2'	EA	20	\$580.00	\$11,600.00
61	3' X 4'	EA	20	\$700.00	\$14,000.00
62	3' X 6'	EA	20	\$950.00	\$19,000.00

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with standard X/O/X slider, with grids:					
63	4' X 4'	EA	20	\$740.00	\$14,800.00
64	4' X 5'	EA	20	\$800.00	\$16,000.00
65	4' X 6'	EA	20	\$840.00	\$16,800.00
66	5' X 4'	EA	20	\$760.00	\$15,200.00
67	5' X 6'	EA	15	\$975.00	\$14,625.00
Remove and replace window with standard X/O/X slider, without grids:					
68	3' X 2'	EA	20	\$570.00	\$11,400.00
69	3' X 4'	EA	20	\$700.00	\$14,000.00
70	3' X 6'	EA	20	\$900.00	\$18,000.00
71	4' X 4'	EA	20	\$700.00	\$14,000.00
72	4' X 5'	EA	20	\$750.00	\$15,000.00
73	4' X 6'	EA	20	\$900.00	\$18,000.00
74	5' X 4'	EA	20	\$720.00	\$14,400.00
75	5' X 6'	EA	15	\$925.00	\$13,875.00
Remove and replace window with casement O window, with grids:					
76	3' X 2'	EA	20	\$560.00	\$11,200.00
77	3' X 4'	EA	20	\$630.00	\$12,600.00
78	3' X 6'	EA	20	\$700.00	\$14,000.00
79	4' X 4'	EA	20	\$930.00	\$18,600.00
80	4' X 5'	EA	20	\$1,000.00	\$20,000.00
81	4' X 6'	EA	20	\$1,050.00	\$21,000.00
82	5' X 4'	EA	20	\$985.00	\$19,700.00
83	5' X 6'	EA	15	\$1,125.00	\$16,875.00

Page 4 of 9 Company Name: A5 Design and Construction, LLC

Initials: 

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with casement O window, without grids:					
84	3' X 2'	EA	20	\$550.00	\$11,000.00
85	3' X 4'	EA	20	\$600.00	\$12,000.00
86	3' X 6'	EA	20	\$680.00	\$13,600.00
87	4' X 4'	EA	20	\$900.00	\$18,000.00
88	4' X 5'	EA	20	\$970.00	\$19,400.00
89	4' X 6'	EA	20	\$1,000.00	\$20,000.00
90	5' X 4'	EA	20	\$950.00	\$19,000.00
91	5' X 6'	EA	15	\$1,050.00	\$15,750.00
Remove and replace window with casement O/X window, with grids:					
92	3' X 2'	EA	20	\$ NB	\$ NB
93	3' X 4'	EA	20	\$ NB	\$ NB
94	3' X 6'	EA	20	\$ NB	\$ NB
95	4' X 4'	EA	20	\$1,100.00	\$22,000.00
96	4' X 5'	EA	20	\$1,180.00	\$23,600.00
97	4' X 6'	EA	20	\$1,250.00	\$25,000.00
98	5' X 4'	EA	20	\$1,140.00	\$22,800.00
99	5' X 6'	EA	15	\$1,320.00	\$19,800.00
Remove and replace window with casement O/X window, without grids:					
100	3' X 2'	EA	20	\$ NB	\$ NB
101	3' X 4'	EA	20	\$ NB	\$ NB
102	3' X 6'	EA	20	\$ NB	\$ NB
103	4' X 4'	EA	20	\$1,080.00	\$21,200.00
104	4' X 5'	EA	20	\$1,140.00	\$22,800.00
105	4' X 6'	EA	20	\$1,200.00	\$24,000.00

Page 5 of 9 Company Name: A5 Design and Construction, LLC

Initials: 

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with casement O/X window, without grids:					
106	5' X 4'	EA	20	\$1,080.00	\$21,600.00
107	5' X 6'	EA	15	\$1,250.00	\$18,750.00
Remove and replace window with casement X/O/X window, with grids:					
108	3' X 2'	EA	20	\$ NB	\$ NB
109	3' X 4'	EA	20	\$ NB	\$ NB
110	3' X 6'	EA	20	\$ NB	\$ NB
111	4' X 4'	EA	20	\$1,100.00	\$22,000.00
112	4' X 5'	EA	20	\$1,180.00	\$23,600.00
113	4' X 6'	EA	20	\$1,250.00	\$25,000.00
114	5' X 4'	EA	20	\$1,140.00	\$22,800.00
115	5' X 6'	EA	15	\$1,320.00	\$19,800.00
Remove and replace window with casement X/O/X window, without grids:					
116	3' X 2'	EA	20	\$ NB	\$ NB
117	3' X 4'	EA	20	\$ NB	\$ NB
118	3' X 6'	EA	20	\$ NB	\$ NB
119	4' X 4'	EA	20	\$1,060.00	\$21,200.00
120	4' X 5'	EA	20	\$1,140.00	\$22,800.00
121	4' X 6'	EA	20	\$1,200.00	\$24,000.00
122	5' X 4'	EA	20	\$1,080.00	\$21,600.00
123	5' X 6'	EA	15	\$1,250.00	\$18,750.00
124	Remove and reinstall security bars.	EA	50	\$120.00	\$6,000.00
125	Remove security bars, modify bars and penetrate existing wall to install a quick release, and reinstall.	EA	30	\$550.00	\$16,500.00
126	Repair wall framing: remove and replace existing rotted or missing studs and plates with new 2" x 4" lumber	LF	10	\$10.00	\$100.00
127	Repair wall framing: remove and replace existing rotted or missing studs and plates with new 2" x 6" lumber	LF	10	\$12.00	\$120.00

Page 6 of 9 Company Name: A5 Design and Construction, LLC

Initials: 

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Doors					
128	Remove and replace existing wood screen door and replace with new screen door with new hardware.	EA	10	\$550.00	\$5,500.00
129	Remove and replace existing aluminium screen door and replace with new screen door with new hardware.	EA	10	\$600.00	\$6,000.00
130	Remove and replace interior door, jambs, and frame, with new Masonite hollow core single-panel 27" x 80" pre-hung wood door unit including locks	EA	15	\$800.00	\$12,000.00
131	Remove and replace interior door, jambs, and frame, with new Masonite hollow core single-panel 30" x 80" pre-hung wood door unit including locks	EA	15	\$750.00	\$11,250.00
132	Remove and replace interior door, jambs, and frame, with new Masonite hollow core 2-panel 27" x 80" pre-hung wood door unit including locks and	EA	15	\$850.00	\$12,750.00
133	Remove and replace interior door, jambs, and frame, with new Masonite hollow core 2-panel 30" x 80" pre-hung wood door unit including locks and	EA	15	\$800.00	\$12,000.00
134	Remove and replace exterior door with new 32" x 80" option 1 prehung door unit. 6 panel - Fiberglass	EA	20	\$950.00	\$19,000.00
135	Remove and replace exterior door with new 32" x 80" option 2 prehung door unit. 4 panel - Fiberglass	EA	20	\$975.00	\$19,500.00
136	Remove and replace exterior door with new 32" x 80" option 3 prehung door unit. 3 panel - Fiberglass	EA	20	\$1,100.00	\$22,000.00
137	Remove and replace exterior door with new 36" x 80" option 1 pre-hung door unit. 6 panel - Fiberglass	EA	20	\$950.00	\$19,000.00
138	Remove and replace exterior door with new 36" x 80" option 2 pre-hung door unit. 4 panel - Fiberglass	EA	20	\$975.00	\$19,500.00
139	Remove and replace exterior door with new 36" x 80" option 3 pre-hung door unit. 3 panel - Fiberglass	EA	20	\$1,100.00	\$22,000.00
Walls and Ceiling (enclosure)					
140	3/8" drywall, tape, float, sand, and match (or medium) texture, and silicone sealing at the adjacent drywall to actual wall connection.	SF	15	\$ 7.00	\$105.00
141	1/2" drywall, tape, float, sand, and match (or medium) texture.	SF	15	\$ 7.00	\$105.00
142	Install new 3" wide moulding, sealed with silicone at connection to wall	LF	15	\$ 5.00	\$75.00
143	Remove loose and flaking paint and prepare for paint.	SF	15	\$ 7.00	\$105.00
144	Remove and reinstall existing light fixture/ceiling fan, include hardware for extra space of drywall	EA	15	\$50.00	\$750.00
Cabinets					
145	Remove and replace existing base cabinets with Waypoint cabinets, or equal	LF	10	\$225.00	\$2,250.00
146	Remove and replace counter top with Waypoint, or equal	LF	10	\$65.00	\$650.00
147	Remove and replace existing wall cabinets with laminate in basic colors.	LF	10	\$250.00	\$2,500.00
148	Remove and replace 32" bathroom vanity with Waypoint, or equal	EA	10	\$800.00	\$8,000.00

Page 7 of 9 Company Name: A5 Design and Construction, LLC

Initials: 

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Floors					
Remove and replace damaged base board					
149	2" baseboard	LF	15	\$ 6.00	\$75.00
150	4" baseboard	LF	15	\$ 6.00	\$90.00
151	Remove and replace with new sheet vinyl flooring	SF	15	\$ 7.00	\$105.00
152	Install new sheet vinyl plank flooring	SF	15	\$ 8.00	\$120.00
153	Remove and Replace new pad and carpet (sleeping areas ONLY), minimum 40 ounces	SF	15	\$ 6.00	\$90.00
Soil					
154	Remove soil up to 3" deep.	SY	10	\$25.00	\$250.00
155	Install minimum 3/4" decorative rock up to 3" deep, with weed-barrier.	SY	10	\$30.00	\$300.00
156	Secure storage pod to temporarily store interior goods, furnishings, etc. Minimum Dimensions should be 7' wide x 8' high x 12' long	EA	15	\$500.00 / month	\$7,500.00 / month
Total Bid				\$1,641,227.50	1,582,392.40

MINIMUM QUALIFICATIONS

The contracting firms for these projects, in using federal abatement (24 CFR 35.1325) and interim controls (24 CFR 35.1330) assistance dollars in target housing shall be EPA Lead Abatement Certified, including, at minimum, one (1) Lead Supervisor, and two (2) Lead Abatement Worker certifications.

EPA Lead Abatement Firm Certification	Yes <input checked="" type="checkbox"/> # <u>LBP-F146326-1</u>	No <input type="checkbox"/> (Select one)
EPA Lead Abatement Supervisor Certification/s	Yes <input checked="" type="checkbox"/> # <u>See 'A' Below</u>	No <input type="checkbox"/> (Select one)
EPA Lead Abatement Worker Certification/s	Yes <input checked="" type="checkbox"/> # <u>See 'B' Below</u>	No <input type="checkbox"/> (Select one)
EPA Lead-Safe Firm Certification (RRP)	Yes <input checked="" type="checkbox"/> # <u>NAT-F146326-1</u>	No <input type="checkbox"/> (Select one)
EPA Lead-Safe Worker Certifications (RRP)	Yes <input checked="" type="checkbox"/> # <u>See 'C' Below</u>	No <input type="checkbox"/> (Select one)

A: We have 2 Supervisor Certifications, #LBP-S-1172035-1 and #LBP-S-1148963-1

B: We have 10 Worker Certifications, #LBP-A-1202933-1, #LBP-A-1202930-1, #LBP-A-1202931-1 (3 provided, rest will be provided upon contractual agreement)

C: We have 12 Worker Certifications, #RRP-I-GAS-5396515, #RRP-I-VMF-2102515, #R-I-18499-17-00189 (3 provided, rest will be provided upon contractual agreement)

*** Note:** No Plumbing, HVAC and/or Electrical fees are included in costs, unless specifically called for in the Bid Schedule.

Costs submitted are negotiable. Window costs submitted are for Milgard, Tuscany series.

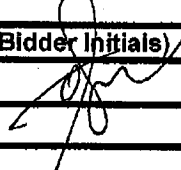
NB - This is a No Bid due to windows not being available in those sizes for that style.

Page 8 of 9 Company Name: A5 Design and Construction, LLC

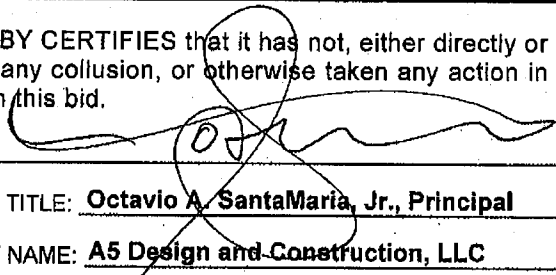
Initials: [Signature]

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

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

Amendment #	By (Bidder Initials)	Date	Amendment #	By (Bidder Initials)	Date
1		12/13/19			

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:  DATE: 12/17/19

PRINTED NAME & TITLE: Octavio A. Santa Maria, Jr., Principal

LEGAL COMPANY NAME: A5 Design and Construction, LLC

CORPORATE HEADQUARTERS (CITY, STATE) Tucson, AZ

ARIZONA CONTRACTOR'S LICENSE NUMBER: 290655 CLASS: KB-2

ARIZONA CONTRACTOR'S LICENSE NUMBER: 299126 CLASS: B-1

PAGE 9 OF 9

END OF EXHIBIT "A"

ATTACHMENT 1 TO AMENDMENT 1

EXHIBIT "A" – BID SCHEDULE - Revised 12/13/19 (9 pages)

IFB-PO-2000056

PIMA COUNTY LEAD BASED PAINT HAZARD CONTROL PROGRAM - ABATEMENT

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
Mobilization					
1	Occupant Protection Plan and EPA Notification				
2	Set-up Interior Containment (to keep dust and debris from entering other interior living areas), with foot pads at work area entrance/exit.	EA	30	294.35 100.00 per room	3000.00
3	Set-up Exterior Containment (to keep dust and debris from exterior soil and surfaces, as well as from entering interior living areas)	EA	40	314.11 100.00 per side	4000.00
Roof System					
Remove and replace deteriorated fascia board at perimeter of roof, per the sizes listed below, including 1" batten edge.					
4	1"x6"	LF	10	6.50	65.00
5	1"x8"	LF	10	7.35	73.50
6	2"x6"	LF	10	6.50	65.00
7	2"x8"	LF	5	7.35	36.75
8	2"x10"	LF	5	9.00	45.00
9	Complete Paint Film Stabilization (PFS) on damaged painted wooden surfaces.	SF	70	15.00	1050.00
10	Remove and replace damaged and deteriorated wood soffit material, eaves, rafter tails, etc. with new to match as close to existing.	SF	20	25.00	500.00
11	Remove and replace deteriorated gable vents, to match existing wood.	EA	20	100.00	2000.00
12	Remove and replace deteriorated gable vents, to match existing metal.	EA	20	100.00	2000.00
13	Remove and replace deteriorated gable shiplap (tongue and groove with like for like material)	SF	20	20.00	400.00
Porches					
14	Remove and replace existing porch ceiling with new 1/2" plywood ceiling to match existing.		5	50.00 per sheet	250.00
15	Remove and replace tongue and groove wood flooring to match existing.		5	25.00 per sheet	125.00
16	Complete Paint Film Stabilization on deteriorated paint on concrete flooring; remove loose paint, prime and paint		5	15.00 per sq ft	75.00
Remove and replace deteriorated wood or metal posts/beams on porch, per sizes below, estimating a length of eight (8) feet.					
17	4" x 4" treated		10	150.00	1500.00
18	4" x 6" treated		10	150.00	1500.00
19	6" x 6" treated		10	150.00	1500.00

mts
8,830.50
12,564.40

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Exterior Walls					
20	Wet scrape and encapsulate full coverage of all exposed exterior wood surfaces, using EcoBond product, or equal.	SF	5	20.00	100.00
21	Remove and replace damaged and deteriorated exterior T-111 siding. Include all necessary trim and accessories.	SF	15	5.00	75.00
22	Remove and replace all damaged and deteriorated exterior siding with new cementitious siding.	SF	10	5.00	50.00
23	Stabilize existing stucco with one-coat stucco system (chicken wire, foam, one-coat stucco.	SF	20	17.00	340.00
Windows					
24	Remove and replace interior window trim with new and matching window trim (Use No. 2 grade wood), up to 3" wide trim.	LF	15	8.00	120.00
25	Remove and replace exterior window trim with new and matching window trim (Use No. 2 grade wood), up to 4" wide trim.	LF	15	10.00	150.00
26	Single Hung Windows 2' X 2'	EA	10	400.00	4000.00
27	Single Hung Windows 2' X 3'	EA	10	410.00	4100.00
Remove and replace window with O window, with grids:					
28	3' X 2'	EA	20	462.00	9240.00
29	3' X 4'	EA	20	588.00	11760.00
30	3' X 6'	EA	20	732.00	14640.00
31	4' X 4'	EA	20	684.00	13680.00
32	4' X 5'	EA	20	780.00	15600.00
33	4' X 6'	EA	20	876.00	17520.00
34	5' X 4'	EA	20	780.00	15600.00
35	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with O window, without grids:					
36	3' X 2'	EA	20	462.00	9240.00
37	3' X 4'	EA	20	588.00	11760.00
38	3' X 6'	EA	20	732.00	14640.00
39	4' X 4'	EA	20	684.00	13680.00
40	4' X 5'	EA	20	780.00	15600.00
41	4' X 6'	EA	20	876.00	17520.00
42	5' X 4'	EA	20	780.00	15600.00

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with O window, without grids:					
43	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with standard X/O slider, with grids:					
44	3' X 2'	EA	20	462.00	9240.00
45	3' X 4'	EA	20	588.00	11760.00
46	3' X 6'	EA	20	732.00	14640.00
47	4' X 4'	EA	20	684.00	13680.00
48	4' X 5'	EA	20	780.00	15600.00
49	4' X 6'	EA	20	876.00	17520.00
50	5' X 4'	EA	20	780.00	15600.00
51	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with standard X/O slider, without grids:					
52	3' X 2'	EA	20	462.00	9240.00
53	3' X 4'	EA	20	588.00	11760.00
54	3' X 6'	EA	20	732.00	14640.00
55	4' X 4'	EA	20	684.00	13680.00
56	4' X 5'	EA	20	780.00	15600.00
57	4' X 6'	EA	20	876.00	17520.00
58	5' X 4'	EA	20	780.00	15600.00
59	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with standard X/O/X slider, with grids:					
60	3' X 2'	EA	20	462.00	9240.00
61	3' X 4'	EA	20	588.00	11760.00
62	3' X 6'	EA	20	732.00	14640.00

Page 3 of 9 Company Name: ARIZONA STYLE CONSTRUCTION, LLC

Initials:



EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with standard X/O/X slider, with grids:					
63	4' X 4'	EA	20	684.00	13680.00
64	4' X 5'	EA	20	780.00	15600.00
65	4' X 6'	EA	20	876.00	17520.00
66	5' X 4'	EA	20	780.00	15600.00
67	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with standard X/O/X slider, without grids:					
68	3' X 2'	EA	20	462.00	9240.00
69	3' X 4'	EA	20	588.00	11760.00
70	3' X 6'	EA	20	732.00	14640.00
71	4' X 4'	EA	20	684.00	13680.00
72	4' X 5'	EA	20	780.00	15600.00
73	4' X 6'	EA	20	876.00	17520.00
74	5' X 4'	EA	20	780.00	15600.00
75	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with casement O window, with grids:					
76	3' X 2'	EA	20	462.00	9240.00
77	3' X 4'	EA	20	588.00	11760.00
78	3' X 6'	EA	20	732.00	14640.00
79	4' X 4'	EA	20	684.00	13680.00
80	4' X 5'	EA	20	780.00	15600.00
81	4' X 6'	EA	20	876.00	17520.00
82	5' X 4'	EA	20	780.00	15600.00
83	5' X 6'	EA	15	1020.00	15300.00



EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with casement O window, without grids:					
84	3' X 2'	EA	20	462.00	9240.00
86	3' X 4'	EA	20	588.00	11760.00
88	3' X 6'	EA	20	732.00	14640.00
87	4' X 4'	EA	20	684.00	13680.00
88	4' X 5'	EA	20	780.00	15600.00
89	4' X 6'	EA	20	876.00	17520.00
90	5' X 4'	EA	20	780.00	15600.00
91	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with casement O/X window, with grids:					
92	3' X 2'	EA	20	462.00	9240.00
93	3' X 4'	EA	20	588.00	11760.00
94	3' X 6'	EA	20	732.00	14640.00
95	4' X 4'	EA	20	684.00	13680.00
96	4' X 5'	EA	20	780.00	15600.00
97	4' X 6'	EA	20	876.00	17520.00
98	5' X 4'	EA	20	780.00	15600.00
99	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with casement O/X window, without grids:					
100	3' X 2'	EA	20	462.00	9240.00
101	3' X 4'	EA	20	588.00	11760.00
102	3' X 6'	EA	20	732.00	14640.00
103	4' X 4'	EA	20	684.00	13680.00
104	4' X 5'	EA	20	780.00	15600.00
105	4' X 6'	EA	20	876.00	17520.00

Page 5 of 9 Company Name: ARIZONA STYLE CONSTRUCTION, LLC

Initials: 

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with casement O/X window, without grids:					
106	5' X 4'	EA	20	780.00	15600.00
107	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with casement X/O/X window, with grids:					
108	3' X 2'	EA	20	462.00	9240.00
109	3' X 4'	EA	20	588.00	11760.00
110	3' X 6'	EA	20	732.00	14640.00
111	4' X 4'	EA	20	684.00	13680.00
112	4' X 5'	EA	20	780.00	15600.00
113	4' X 6'	EA	20	876.00	17520.00
114	5' X 4'	EA	20	780.00	15600.00
115	5' X 6'	EA	15	1020.00	15300.00
Remove and replace window with casement X/O/X window, without grids:					
116	3' X 2'	EA	20	462.00	9240.00
117	3' X 4'	EA	20	588.00	11760.00
118	3' X 6'	EA	20	732.00	14640.00
119	4' X 4'	EA	20	684.00	13680.00
120	4' X 5'	EA	20	780.00	15600.00
121	4' X 6'	EA	20	876.00	17520.00
122	5' X 4'	EA	20	780.00	15600.00
123	5' X 6'	EA	15	1020.00	15300.00
124	Remove and reinstall security bars.	EA	50	50.00	2500.00
125	Remove security bars, modify bars and penetrate existing wall to install a quick release, and reinstall.	EA	30	100.00	3000.00
126	Repair wall framing: remove and replace existing rotted or missing studs and plates with new 2" x 4" lumber	LF	10	15.00	150.00
127	Repair wall framing: remove and replace existing rotted or missing studs and plates with new 2" x 6" lumber	LF	10	15.00	150.00

Page 6 of 9 Company Name: ARIZONA STYLE CONSTRUCTION, LLC

Initials: 

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Doors					
128	Remove and replace existing wood screen door and replace with new screen door with new hardware.	EA	10	250.00	2500.00
129	Remove and replace existing aluminium screen door and replace with new screen door with new hardware.	EA	10	225.00	2250.00
130	Remove and replace interior door, jambs, and frame, with new Masonite hollow core single-panel 27" x 80" pre-hung wood door unit including locks	EA	15	600.00	9000.00
131	Remove and replace interior door, jambs, and frame, with new Masonite hollow core single-panel 30" x 80" pre-hung wood door unit including locks	EA	15	600.00	9000.00
132	Remove and replace interior door, jambs, and frame, with new Masonite hollow core 2-panel 27" x 80" pre-hung wood door unit including locks and	EA	15	600.00	9000.00
133	Remove and replace interior door, jambs, and frame, with new Masonite hollow core 2-panel 30" x 80" pre-hung wood door unit including locks and	EA	15	600.00	9000.00
134	Remove and replace exterior door with new 32" x 80" option 1 prehung door unit.	EA	20	1400.00	28000.00
135	Remove and replace exterior door with new 32" x 80" option 2 prehung door unit.	EA	20	1400.00	28000.00
136	Remove and replace exterior door with new 32" x 80" option 3 prehung door unit.	EA	20	1400.00	28000.00
137	Remove and replace exterior door with new 36" x 80" option 1 pre-hung door unit.	EA	20	1400.00	28000.00
138	Remove and replace exterior door with new 36" x 80" option 2 pre-hung door unit.	EA	20	1400.00	28000.00
139	Remove and replace exterior door with new 36" x 80" option 3 pre-hung door unit.	EA	20	1400.00	28000.00
Walls and Ceiling (enclosure)					
140	3/8" drywall, tape, float, sand, and match (or medium) texture, and silicone sealing at the adjacent drywall to actual wall connection.	SF	15	10.00	150.00
141	1/2" drywall, tape, float, sand, and match (or medium) texture.	SF	15	12.00	180.00
142	Install new 3" wide moulding, sealed with silicone at connection to wall	LF	15	12.00	180.00
143	Remove loose and flaking paint and prepare for paint.	SF	15	50.00	750.00
144	Remove and reinstall existing light fixture/ceiling fan, include hardware for extra space of drywall	EA	15	250.00	3750.00
Cabinets					
145	Remove and replace existing base cabinets with Waypoint cabinets, or equal	LF	10	20.00	200.00
146	Remove and replace counter top with Waypoint, or equal	LF	10	10.00	100.00
147	Remove and replace existing wall cabinets with laminate in basic colors.	LF	10	10.00	100.00
148	Remove and replace 32" bathroom vanity with Waypoint, or equal	EA	10	450.00	4500.00

Page 7 of 9 Company Name: ARIZONA STYLE CONSTRUCTION, LLC

Initials:



EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Floors					
Remove and replace damaged base board					
149	2" baseboard	LF	15	10.00	150.00
150	4" baseboard	LF	15	12.00	180.00
151	Remove and replace with new sheet vinyl flooring	SF	15	10.00	150.00
152	Install new sheet vinyl plank flooring	SF	15	15.00	225.00
153	Remove and Replace new pad and carpet (sleeping areas ONLY), minimum 40 ounces	SF	15	20.00	300.00
Soil					
154	Remove soil up to 3" deep.	SY	10	200.00	2000.00
155	Install minimum 3/4" decorative rock up to 3" deep, with weed-barrier.	SY	10	200.00	2000.00
156	Secure storage pod to temporarily store interior goods, furnishings, etc. Minimum Dimensions should be 7' wide x 8' high x 12' long	EA	15	300.00/month	4500.00
Total Bid					\$1,621,165.25

1,635,560.15

MINIMUM QUALIFICATIONS

The contracting firms for these projects, in using federal abatement (24 CFR 35.1325) and interim controls (24 CFR 35.1330) assistance dollars in target housing shall be EPA Lead Abatement Certified, including, at minimum, one (1) Lead Supervisor, and two (2) Lead Abatement Worker certifications.

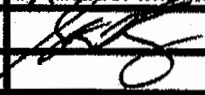
EPA Lead Abatement Firm Certification	Yes <input checked="" type="checkbox"/> # LBP-53882-1	No <input type="checkbox"/> (Select one)
EPA Lead Abatement Supervisor Certification/s	Yes <input checked="" type="checkbox"/> # LBP-S-128138-1	No <input type="checkbox"/> (Select one)
EPA Lead Abatement Worker Certification/s	Yes <input checked="" type="checkbox"/> # LBP-A-1178769-1 / LBP-A-128139-1	No <input type="checkbox"/> (Select one)
EPA Lead-Safe Firm Certification (RRP)	Yes <input checked="" type="checkbox"/> # NAT-52882-2	No <input type="checkbox"/> (Select one)
EPA Lead-Safe Worker Certifications (RRP)	Yes <input checked="" type="checkbox"/> # RRP-R-SPC-008641500	No <input type="checkbox"/> (Select one)

Page 8 of 9 Company Name: ARIZONA STYLE CONSTRUCTION, LLC


Initials: 

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

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

Amendment #	By (Bidder Initials)	Date	Amendment #	By (Bidder Initials)	Date
1		12/13/19			

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:  DATE: 12/17/19

PRINTED NAME & TITLE: STEVE P CRAIG, owner/member

LEGAL COMPANY NAME: ARIZONA STYLE CONSTRUCTION, LLC

CORPORATE HEADQUARTERS (CITY, STATE) Tucson, AZ

ARIZONA CONTRACTOR'S LICENSE NUMBER: ROC173670 CLASS: KB-02

ARIZONA CONTRACTOR'S LICENSE NUMBER: ROC263401 CLASS: K-39

PAGE 9 OF 9

END OF EXHIBIT "A"

EXHIBIT "A" – BID SCHEDULE - Revised 12/13/19 (9 pages)

IFB-PO-2000056

PIMA COUNTY LEAD BASED PAINT HAZARD CONTROL PROGRAM - ABATEMENT

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
Mobilization					
1	Occupant Protection Plan and EPA Notification				
2	Set-up Interior Containment (to keep dust and debris from entering other interior living areas), with foot pads at work area entrance/exit.	EA	30	294.35	8,830.64
3	Set-up Exterior Containment (to keep dust and debris from exterior soil and surfaces, as well as from entering interior living areas)	EA	40	314.11	12,564.52
Roof System					
Remove and replace deteriorated fascia board at perimeter of roof, per the sizes listed below, including 1" batten edge.					
4	1"x6"	LF	10	14.81	148.06
5	1"x8"	LF	10	14.87	148.71
6	2"x6"	LF	10	14.90	149.03
7	2"x8"	LF	5	26.48	132.42
8	2"x10"	LF	5	27.26	136.29
9	Complete Paint Film Stabilization (PFS) on damaged painted wooden surfaces.	SF	70	91.53	6,407.26
10	Remove and replace damaged and deteriorated wood soffit material, eaves, rafter tails, etc. with new to match as close to existing.	SF	20	29.27	585.48
11	Remove and replace deteriorated gable vents, to match existing wood.	EA	20	241.94	4,838.71
12	Remove and replace deteriorated gable vents, to match existing metal.	EA	20	121.37	2,427.42
13	Remove and replace deteriorated gable shiplap (tongue and groove with like for like material)	SF	20	55.12	1,102.42
Porches					
14	Remove and replace existing porch ceiling with new 1/2" plywood ceiling to match existing.		5	98.08	490.40
15	Remove and replace tongue and groove wood flooring to match existing.		5	130.15	650.73
16	Complete Paint Film Stabilization on deteriorated paint on concrete flooring; remove loose paint, prime and paint		5	86.45	432.26
Remove and replace deteriorated wood or metal posts/beams on porch, per sizes below, estimating a length of eight (8) feet.					
17	4" x 4" treated		10	202.21	2,022.10
18	4" x 6" treated		10	192.45	1,924.52
19	6" x 6" treated		10	220.92	2,209.19

Page 1 of 9 Company Name: Desert Earth and Wood, LLC

Initials: 

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Exterior Walls					
20	Wet scrape and encapsulate full coverage of all exposed exterior wood surfaces, using EcoBond product, or equal.	SF	5	23.55	117.74
21	Remove and replace damaged and deteriorated exterior T-111 siding. Include all necessary trim and accessories.	SF	15	14.71	220.65
22	Remove and replace all damaged and deteriorated exterior siding with new cementitious siding.	SF	10	15.08	150.81
23	Stabilize existing stucco with one-coat stucco system (chicken wire, foam, one-coat stucco).	SF	20	17.16	343.23
Windows					
24	Remove and replace interior window trim with new and matching window trim (Use No. 2 grade wood), up to 3" wide trim.	LF	15	12.97	194.52
25	Remove and replace exterior window trim with new and matching window trim (Use No. 2 grade wood), up to 4" wide trim.	LF	15	14.52	217.74
26	Single Hung Windows 2' X 2'	EA	10	512.37	5,123.71
27	Single Hung Windows 2' X 3'	EA	10	529.58	5,295.81
Remove and replace window with O window, with grids:					
28	3' X 2'	EA	20	464.31	9,286.13
29	3' X 4'	EA	20	564.15	11,282.90
30	3' X 6'	EA	20	662.69	13,253.87
31	4' X 4'	EA	20	632.61	12,652.26
32	4' X 5'	EA	20	687.02	13,740.32
33	4' X 6'	EA	20	732.45	14,649.03
34	5' X 4'	EA	20	687.02	13,740.32
35	5' X 6'	EA	15	909.10	13,636.45
Remove and replace window with O window, without grids:					
36	3' X 2'	EA	20	444.45	8,889.03
37	3' X 4'	EA	20	525.74	10,514.84
38	3' X 6'	EA	20	605.10	12,101.94
39	4' X 4'	EA	20	581.42	11,628.39
40	4' X 5'	EA	20	623.66	12,473.23
41	4' X 6'	EA	20	656.31	13,126.13
42	5' X 4'	EA	20	623.66	12,473.23

Page 2 of 9 Company Name: Desert Earth and Wood, LLC

Initials: UW

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with O window, without grids:					
43	5' X 5'	EA	15	814.39	12,215.81
Remove and replace window with standard X/O slider, with grids:					
44	3' X 2'	EA	20	539.18	10,783.55
45	3' X 4'	EA	20	653.74	13,074.84
46	3' X 6'	EA	20	870.06	17,401.29
47	4' X 4'	EA	20	711.98	14,239.68
48	4' X 5'	EA	20	808.61	16,172.26
49	4' X 6'	EA	20	898.23	17,964.52
50	5' X 4'	EA	20	768.31	15,366.13
51	5' X 6'	EA	15	907.82	13,617.34
Remove and replace window with standard X/O slider, without grids:					
52	3' X 2'	EA	20	519.34	10,386.77
53	3' X 4'	EA	20	625.02	12,500.32
54	3' X 6'	EA	20	822.13	16,442.58
55	4' X 4'	EA	20	670.45	13,409.03
56	4' X 5'	EA	20	717.82	14,356.45
57	4' X 6'	EA	20	831.74	16,634.84
58	5' X 4'	EA	20	714.61	14,292.26
59	5' X 6'	EA	15	822.77	12,341.61
Remove and replace window with standard X/O/X slider, with grids:					
60	3' X 2'	EA	20	702.45	14,049.03
61	3' X 4'	EA	20	920.69	18,413.87
62	3' X 6'	EA	20	1,251.58	25,031.61

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with standard X/O/X slider, with grids:					
63	4' X 4'	EA	20	939.26	18,785.16
64	4' X 5'	EA	20	1,021.82	20,436.45
65	4' X 6'	EA	20	970.61	19,412.26
66	5' X 4'	EA	20	957.18	19,143.55
67	5' X 6'	EA	15	1,306.61	19,599.19
Remove and replace window with standard X/O/X slider, without grids:					
68	3' X 2'	EA	20	682.61	13,652.26
69	3' X 4'	EA	20	882.29	17,645.81
70	3' X 6'	EA	20	1,193.98	23,879.68
71	4' X 4'	EA	20	888.06	17,761.29
72	4' X 5'	EA	20	958.45	19,169.03
73	4' X 6'	EA	20	1,203.58	24,071.61
74	5' X 4'	EA	20	893.82	17,876.45
75	5' X 6'	EA	15	1,211.90	18,178.55
Remove and replace window with casement O window, with grids:					
76	3' X 2'	EA	20	676.85	13,537.10
77	3' X 4'	EA	20	786.94	15,738.71
78	3' X 6'	EA	20	905.34	18,106.77
79	4' X 4'	EA	20	NB	Ø
80	4' X 5'	EA	20	NB	Ø
81	4' X 6'	EA	20	NB	Ø
82	5' X 4'	EA	20	NB	Ø
83	5' X 6'	EA	15	NB	Ø

Page 4 of 9 Company Name: Desert Earth and Wood, LLC

Initials: WR

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with casement O window, without grids:					
84	3' X 2'	EA	20	657.02	13,140.32
85	3' X 4'	EA	20	748.53	14,970.65
86	3' X 6'	EA	20	849.02	16,980.32
87	4' X 4'	EA	20	NB	Ø
88	4' X 5'	EA	20	NB	Ø
89	4' X 6'	EA	20	NB	Ø
90	5' X 4'	EA	20	NB	Ø
91	5' X 6'	EA	15	NB	Ø
Remove and replace window with casement O/X window, with grids:					
92	3' X 2'	EA	20	1,021.82	20,436.45
93	3' X 4'	EA	20	1,188.85	23,777.10
94	3' X 6'	EA	20	1,366.77	27,335.48
95	4' X 4'	EA	20	1,225.34	24,506.77
96	4' X 5'	EA	20	1,352.06	27,041.29
97	4' X 6'	EA	20	1,429.50	28,590.00
98	5' X 4'	EA	20	1,297.02	25,940.32
99	5' X 6'	EA	15	1,517.82	22,767.34
Remove and replace window with casement O/X window, without grids:					
100	3' X 2'	EA	20	1,001.98	20,039.68
101	3' X 4'	EA	20	1,150.45	23,009.03
102	3' X 6'	EA	20	1,309.82	26,196.45
103	4' X 4'	EA	20	1,174.13	23,482.58
104	4' X 5'	EA	20	1,288.69	25,773.87
105	4' X 6'	EA	20	1,355.26	27,105.16

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Windows					
Remove and replace window with casement O/X window, without grids:					
106	5' X 4'	EA	20	1,233.66	24,673.23
107	5' X 6'	EA	15	1,425.02	21,375.24
Remove and replace window with casement X/O/X window, with grids:					
108	3' X 2'	EA	20	NB	Ø
109	3' X 4'	EA	20	NB	Ø
110	3' X 6'	EA	20	NB	Ø
111	4' X 4'	EA	20	1,468.53	29,370.65
112	4' X 5'	EA	20	1,595.26	31,905.16
113	4' X 6'	EA	20	1,706.61	34,132.26
114	5' X 4'	EA	20	1,527.42	30,548.39
115	5' X 6'	EA	15	1,800.69	27,010.40
Remove and replace window with casement X/O/X window, without grids:					
116	3' X 2'	EA	20	NB	Ø
117	3' X 4'	EA	20	NB	Ø
118	3' X 6'	EA	20	NB	Ø
119	4' X 4'	EA	20	1,417.34	28,346.77
120	4' X 5'	EA	20	1,531.90	30,638.06
121	4' X 6'	EA	20	1,632.37	32,647.42
122	5' X 4'	EA	20	1,464.06	29,281.29
123	5' X 6'	EA	15	1,707.90	25,618.55
124	Remove and reinstall security bars.	EA	50	208.06	10,403.23
125	Remove security bars, modify bars and penetrate existing wall to install a quick release, and reinstall.	EA	30	335.48	10,064.52
126	Repair wall framing: remove and replace existing rotted or missing studs and plates with new 2" x 4" lumber	LF	10	25.76	257.58
127	Repair wall framing: remove and replace existing rotted or missing studs and plates with new 2" x 6" lumber	LF	10	26.39	263.87

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Doors					
128	Remove and replace existing wood screen door and replace with new screen door with new hardware.	EA	10	349.19	3,491.94
129	Remove and replace existing aluminium screen door and replace with new screen door with new hardware.	EA	10	716.13	7,161.29
130	Remove and replace interior door, jambs, and frame, with new Masonite hollow core single-panel 27" x 80" pre-hung wood door unit including locks	EA	15	683.87	10,258.06
131	Remove and replace interior door, jambs, and frame, with new Masonite hollow core single-panel 30" x 80" pre-hung wood door unit including locks	EA	15	722.58	10,838.71
132	Remove and replace interior door, jambs, and frame, with new Masonite hollow core 2-panel 27" x 80" pre-hung wood door unit including locks and	EA	15	722.58	10,838.71
133	Remove and replace interior door, jambs, and frame, with new Masonite hollow core 2-panel 30" x 80" pre-hung wood door unit including locks and	EA	15	762.90	11,443.55
134	Remove and replace exterior door with new 32" x 80" option 1 prehung door unit.	EA	20	1237.82	25,756.45
135	Remove and replace exterior door with new 32" x 80" option 2 prehung door unit.	EA	20	1342.05	26,840.97
136	Remove and replace exterior door with new 32" x 80" option 3 prehung door unit.	EA	20	1531.56	30,631.29
137	Remove and replace exterior door with new 36" x 80" option 1 pre-hung door unit.	EA	20	1278.15	25,562.90
138	Remove and replace exterior door with new 36" x 80" option 2 pre-hung door unit.	EA	20	1332.37	26,647.42
139	Remove and replace exterior door with new 36" x 80" option 3 pre-hung door unit.	EA	20	1521.89	30,437.74
Walls and Ceiling (enclosure)					
140	3/8" drywall, tape, float, sand, and match (or medium) texture, and silicone sealing at the adjacent drywall to actual wall connection.	SF	15	55.82	837.34
141	1/2" drywall, tape, float, sand, and match (or medium) texture.	SF	15	58.45	876.77
142	Install new 3" wide moulding, sealed with silicone at connection to wall	LF	15	18.00	270.00
143	Remove loose and flaking paint and prepare for paint.	SF	15	35.71	535.65
144	Remove and reinstall existing light fixture/ceiling fan, include hardware for extra space of drywall	EA	15	91.94	1,379.03
Cabinets					
145	Remove and replace existing base cabinets with Waypoint cabinets, or equal	LF	10	251.61	2,516.13
146	Remove and replace counter top with Waypoint, or equal	LF	10	74.84	748.39
147	Remove and replace existing wall cabinets with laminate in basic colors.	LF	10	227.10	2,270.97
148	Remove and replace 32" bathroom vanity with Waypoint, or equal	EA	10	464.19	4,641.94

Page 7 of 9 Company Name: Desert Earth and Wood, LLC

Initials: TB

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Floors					
Remove and replace damaged base board					
149	2" baseboard	LF	15	4.24	63.63
150	4" baseboard	LF	15	4.89	73.31
151	Remove and replace with new sheet vinyl flooring	SF	15	9.73	145.89
152	Install new sheet vinyl plank flooring	SF	15	12.95	194.27
153	Remove and Replace new pad and carpet (sleeping areas ONLY), minimum 40 ounces	SF	15	10.48	157.26
Soil					
154	Remove soil up to 3" deep.	SY	10	84.29	842.90
155	Install minimum 3/4" decorative rock up to 3" deep, with weed-barrier.	SY	10	350.00	3500.00
156	Secure storage pod to temporarily store interior goods, furnishings, etc. Minimum Dimensions should be 7' wide x 8' high x 12' long	EA	15	524.19	7862.90
Total Bid				\$ 1,840,454.92	

MINIMUM QUALIFICATIONS

The contracting firms for these projects, in using federal abatement (24 CFR 35.1325) and interim controls (24 CFR 35.1330) assistance dollars in target housing shall be EPA Lead Abatement Certified, including, at minimum, one (1) Lead Supervisor, and two (2) Lead Abatement Worker certifications.

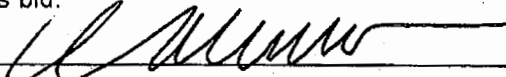
EPA Lead Abatement Firm Certification	Yes <input checked="" type="checkbox"/> #	No <input type="checkbox"/> (Select one)
EPA Lead Abatement Supervisor Certification/s	Yes <input checked="" type="checkbox"/> #	No <input type="checkbox"/> (Select one)
EPA Lead Abatement Worker Certification/s	Yes <input checked="" type="checkbox"/> #	No <input type="checkbox"/> (Select one)
EPA Lead-Safe Firm Certification (RRP)	Yes <input checked="" type="checkbox"/> #	No <input type="checkbox"/> (Select one)
EPA Lead-Safe Worker Certifications (RRP)	Yes <input checked="" type="checkbox"/> #	No <input type="checkbox"/> (Select one)

EXHIBIT "A" – BID SCHEDULE, Revised 12/13/19, contd.

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

Amendment #	By (Bidder Initials)	Date	Amendment #	By (Bidder Initials)	Date
1	TB	12/13/19			

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:  DATE: 12/17/19

PRINTED NAME & TITLE: Timothy Barrett, President

LEGAL COMPANY NAME: Desert Earth and Wood, LLC

CORPORATE HEADQUARTERS (CITY, STATE) Tucson, AZ

ARIZONA CONTRACTOR'S LICENSE NUMBER: 243367 CLASS: KB1

ARIZONA CONTRACTOR'S LICENSE NUMBER: _____ CLASS: _____

PAGE 9 OF 9

END OF EXHIBIT "A"

EXHIBIT "B"

SCOPE OF WORK (4 PAGES)

INTRODUCTION

Pima County has available grant funds from the U.S. Department of Housing & Urban Development (HUD), Office of Lead Hazard Control & Healthy Homes (OLHCHH), to control lead-based paint hazards in eligible privately owned residential housing units. These grant funds are intended to make homes lead-safe in unincorporated Pima County, and the incorporated jurisdictions (excluding the City of Tucson) to reduce or eliminate the incidence of childhood lead poisoning and exposure to lead hazards. The Program anticipates completing approximately seventy (70) lead hazard control (LHC) projects. The completion of each project will require achieving a post-LHC clearance, which will be conducted by outside third party consultant.

Note: this Solicitation is not intended for contractors wishing to complete lead inspection/risk assessment services, home repair, or weatherization services. This is strictly for lead hazard control and incidental services.

The selected contractors, under direction from the Program, will provide all equipment, labor, materials, management, supervision, services, and coordination required to conduct the work specified in the Lead Hazard Control Scope of Services, in residential homes in the Project Area, included as Attachment 1 to Exhibit "B". Work shall be performed as defined and ordered by the Program by issuance of a job delivery order for each project. The Program also requires that selected contractors be amenable to work with the Program to review and improve the effectiveness of processes employed, forms utilized, etc., in carrying out program activities to reduce paperwork burden and increase efficiency of both the Program and contractors.

PROJECT AREA

The Lead Based Paint Hazard Control (LBPHC) Program will identify privately-owned housing units planned for LHC work in the Project Area, which includes unincorporated Pima County, and incorporated jurisdictions (South Tucson, Marana, Sahuarita, and Oro Valley) outside of the geographical boundaries of the City of Tucson. These areas include the following U.S. Postal Service zip codes: 85321; 85614; 85629; 85704; 85705; 85706; 85712; 85713; 85714; 85715; 85716; 85730; 85730; 85735; 85736; 85741; 85745; 85746; 85756; 85757. Precedence will be given to households in one of three (3) priority areas; City of South Tucson (South Tucson CDP 85713), Flowing Wells (Flowing Wells CDP 85705), and Ajo (Ajo CDP 85321). Refer to Attachment 1 to Exhibit "B" for a visual of the geographic extent of the potential locations of projects.

LEAD HAZARD CONTROL SCOPE OF SERVICES

The scope is for the control, through either interim controls, abatement, or a combination of both, of all lead-based paint hazards in program identified privately-owned Single-Family and Multi -Family housing units, and in common areas of multi-family housing. The Program anticipates most LHC projects to include abatement, through component replacement of existing windows and exterior doors, or through the enclosure of LBP hazardous surfaces, followed by interim controls, i.e. paint film stabilization. The majority of the projects completed to date by the program have required some form of abatement, either component replacement or enclosure, and it is anticipated that most future projects will require the same type of LHC intervention.

Contractors should perform and carry out LHC work as described, and in compliance, with the Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 HUD Guidelines), and all OLHCHH policy guidance, as applicable. Special attention should be paid to the following chapters of the 2012 HUD Guidelines and specific policy guidance listed below.

2012 HUD Guidelines

- Chapter 8 – Resident Protection and Worksite Preparation
- Chapter 9 – Worker Protection
- Chapter 10 – Housing Waste
- Chapter 11 – Interim Controls
- Chapter 12 – Abatement
- Chapter 13 – Abatement by Encapsulation
- Chapter 14 – Cleaning
- Chapter 15 – Clearance

OLHCHH Policy Guidance

2017-01 – Revision 1 - Revised Dust-Lead Action Levels for Risk Assessment and Clearance;
Clearance of Porch Floors

2013-04 – Lead Hazard Evaluation and Control of Lead Dust Hazards in Carpeting

2008-02 – Undertaking Minimal Rehabilitation using OLHCHH grant funds

2002-03 – Elimination or Control of all Identified Lead-Based Paint Hazards

2002-02 – Use of Contractors Trained in Lead-Safe Work Practices to Conduct Interim Controls in Housing
being treated under the Grant Program

2001-02 – EPA Policy Excluding Lead-Based Paint Wastes from RCRA Hazardous Waste Requirements

**Program anticipates that most required LHC work in the resulting Master Agreement will be interim controls, by paint film stabilization, or abatement, by building component replacement or enclosure, or a combination of both.*

MINIMUM QUALIFICATIONS

- Abatement firms and workers must have at least one (1) year experience as a Certified Lead Abatement Firm and Certified Lead Abatement Professional. Bidders must demonstrate experience with project management, supervision, and oversight of workers performing residential LHC activities. Proof of employment and scopes of previously completed LHC projects must be submitted.
- Bidders must demonstrate experience complying with HUD regulations and, policies and procedures, when completing LHC work. Bidders must submit a minimum of three (3) LHC scopes of work and reports of having completed the projects and having achieved clearance.
- Bidders must be Environmental Protection Agency (EPA)-certified for both Lead Abatement and Renovator/Repair, Renovation, and Painting (RRP).
- Bidders must be licensed with the Arizona Registrar of Contractors, as applicable:
Registrar of Contractors Licenses – must have at minimum one, or a combination of more than one
 - B- General Residential Contractor; OR
 - R-61 Carpentry, Remodeling and Repairs (this license has a project cap of \$50,000.00); OR
 - B-3 General Remodeling and Repair Contractor; OR
 - KB-1 Dual Building Contractor; OR
 - KB-2 Dual Residential and Small Commercial

Failure to meet the minimum qualifications will deem the submitted bid package non-responsive and rejected without further evaluation.

OTHER APPLICABLE LAWS, REGULATIONS and LICENCES

- Lead Safe Work Practices and minimum training requirements (40 CFR 745.227 or 745.324 (EPA) and 24 CFR 35.1325 or 35.1330)
 - Program will provide training resources and funding to contractors who have successfully completed an agreed upon number of projects, should they need to increase their lead abatement worker capacity.
- Lead Safe Housing Rule (24 CFR 35, subparts A-R) – requiring achievement of post LHC work clearance
- Occupational Safety Hazard Administration (OSHA) – worker protection procedures (in particular, 29 CFR 1910.1025, Lead, and/or 29 CFR 1926.62, Lead Exposure in Construction, as applicable)
- Section 3 – Economic Opportunities for Low- and Very Low-Income persons. Forms to be submitted within 10 days of award upon Program-provided forms.

EXHIBIT "A" – BID SCHEDULE LINE ITEM CLARIFICATIONS

Roof System

- Prime and paint - all controlled surfaces and replaced materials shall be applied one (1) coat of primer, and a minimum two (2) coats of exterior paint to match existing. Paint to be Dunn Edwards or approved equal.

Porches

- Prime and paint - all controlled surfaces and replaced materials shall be applied one (1) coat of primer, and a minimum two (2) coats of exterior paint to match existing. Paint to be Dunn Edwards or approved equal.

Exterior Walls

- Prime and paint - all controlled surfaces and replaced materials shall be applied one (1) coat of primer, and a minimum two (2) coats of exterior paint to match existing. Paint to be Dunn Edwards or approved equal.

Windows

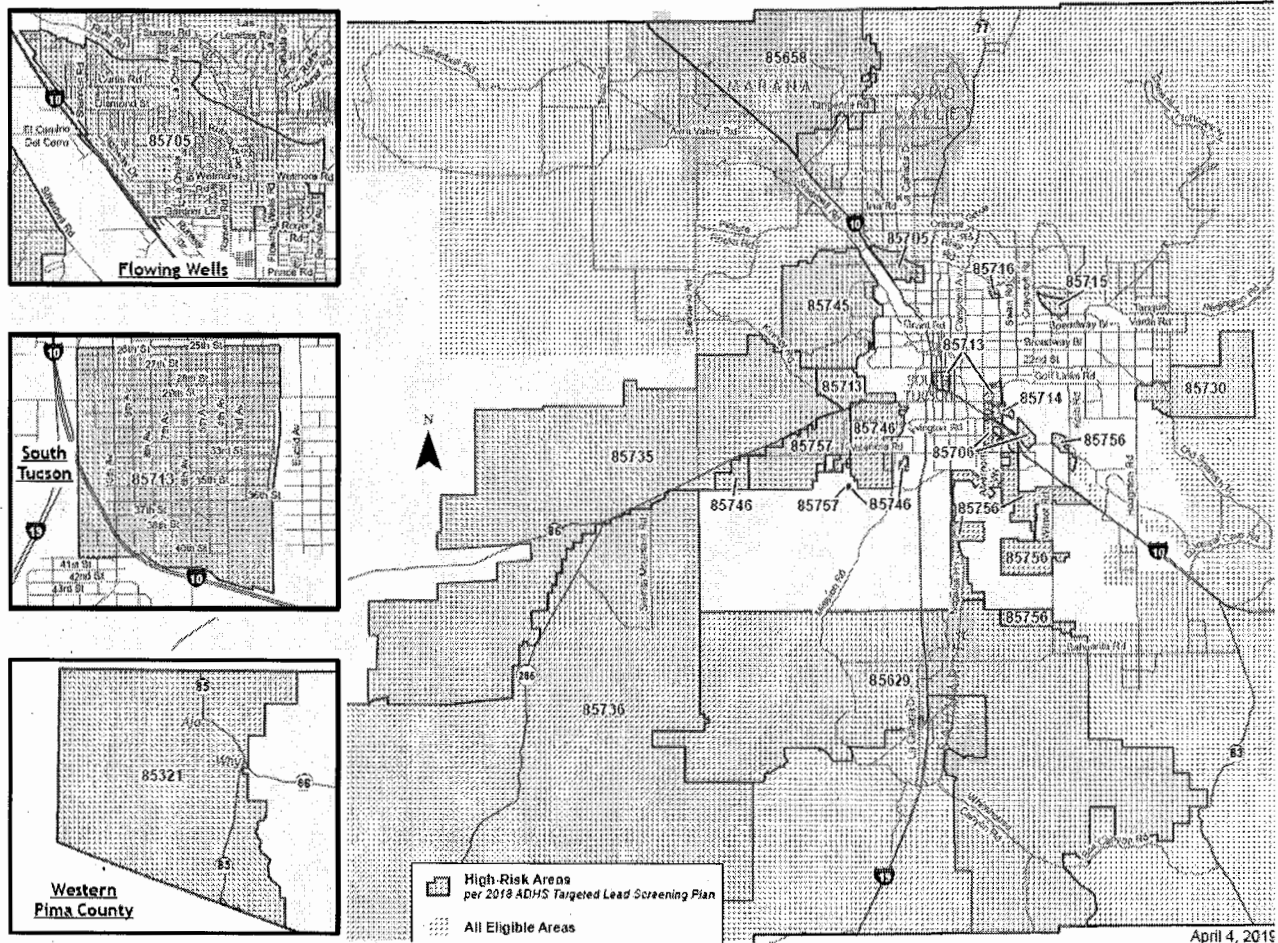
- Prime and paint - all controlled surfaces and replaced materials shall be applied one (1) coat of primer, and a minimum two (2) coats of exterior paint to match existing. Paint to be Dunn Edwards or approved equal.
- Replacement windows are to be Milguard Tuscan Series premium vinyl slider windows, or approved equal, and include the following features and specifications: full lifetime warranty with glass breakage coverage, including parts and labor; durable vinyl construction; Energy Star Rated and Energy Code Compliant (Southern Region U-Factor=0.4; Solar Heat Gain Coefficient=0.25); even sight lines; innovative smart touch handle for window locks; folding, nesting operating handles on awning/casement styles; Made in USA. Standard colors: White and Tan (no premium colors or upgrades).
- Replacement windows – lead times: about three (3) weeks.
- Window sizing – window sizes are typically priced at whole feet dimensions. Custom/irregular-sized windows, for example, a 4'6" X 5' window, would be priced at 5' X 5'. Contractors should confirm with window vendors.

Doors

- Interior replacement doors are to be Masonite pre-hung, hollow core doors, with a one (1) year warranty. Include entry level Schlage hardware, or approved product with equal or better features and specifications.
- Exterior Replacement Doors –
 - Option 1: Masonite pre-hung fiberglass doors with the following features and specifications: limited lifetime warranty; oak grain fiberglass 6-panel, 4-5/8" textured composite jamb, bronze adjustable threshold, commercial plain bearing hinges, double bore, prefinished in basic colors. Hardware: Schlage entry lever in either Torino or Solstice (not handed) and deadbolt, and keyed alike, or approved with equal or better features and specifications.
 - Option 2: Masonite pre-hung fiberglass doors with the following features and specifications: limited lifetime warranty; oak grain fiberglass Low E/clear ½ lite, 4-5/8" textured composite jamb, bronze adjustable threshold, commercial plain bearing hinges, double bore, prefinished in basic colors. Hardware: Schlage entry lever in either Torino or Solstice (not handed) and deadbolt, and keyed alike, or approved with equal or better features and specifications.
 - Option 3: Masonite pre-hung fiberglass doors with the following features and specifications: limited lifetime warranty; oak grain fiberglass 4-panel Adelaide arch glass top light, 4-5/8" textured composite jamb, bronze adjustable threshold, commercial plain bearing hinges, double bore, prefinished in basic colors. Hardware: Schlage entry lever in either Torino or Solstice (not handed) and deadbolt, and keyed alike. **or product with equal or better features and specifications.

ATTACHMENT 1 to EXHIBIT "B"

TARGET AREAS MAP



END EXHIBIT "B"

EXHIBIT "C"
PIMA COUNTY STANDARDS OF WORKMANSHIP & SPECIFICATION
(3 PAGES)

I. GENERAL CONDITIONS:

The Lead Based Paint Hazard Control Program is intended to make homes lead-safe in eligible privately owned residential housing units located in unincorporated Pima County, and the incorporated jurisdictions (excluding the City of Tucson) and to reduce or eliminate the incidence of childhood lead poisoning and exposure to lead hazards.

Inspection of Work/Compliance with Codes

Periodic inspections will be made by the County on any work in progress to ensure compliance with the provisions of the contract, workmanship standards, work specifications, and all applicable codes as adopted by Pima County. All work and materials shall be inspected prior to concealment.

Permits

Any necessary permit, license, or fee is the responsibility of the contractor and must be obtained and paid for by the Contractor prior to the commencement of any work. If work has started without the procurement of necessary permits and discovered by the Project Manager, they will have the authority to cause all work to cease until proper permits have been obtained. The Contractor shall furnish all computations, load calculations, and technical drawings as required by the Development Services Department for obtaining permits.

Changes to the permit requirements made after the awarding of a contract that incur additional costs to the contractor may be recompensed under "miscellaneous" with the approval of the Program Manager.

The cost of the permit will be an allowable expense for an item that is not included on the main bid list.

Changes in Scope of Work

Changes of any kind will not be valid nor allowed until an approved Delivery Order has been executed. The Project Manager will be the contact person to whom the contractor will direct all inquiries.

Materials

All materials shall be new and in good condition and of standard grade and adequate for the intended use. They shall conform to the material standards and test-approved by accredited, authoritative agencies of accepted engineering practices.

Quality and Workmanship

Any work that does not meet or exceed specifications, work write-up, contract, drawings, and applicable building codes or generally accepted building standards of workmanship and manufacturer's specifications will not be accepted as completed work and will be replaced at the contractor's expense. The Contractor shall coordinate all the work activities so as to minimize inconvenience to homeowners, and perform all work in a thorough and professional manner.

Substitutions

It is not the intent of the agency to exclude any products or materials of equal or greater quality to those specified. Any brand names specified are used to establish a quality only. Materials of equal or better quality may be substituted, provided prior approval has been given by Agency. In no way shall the term "Equal or Better" be applied to the quality of the unit or material which is to be removed and/or replaced.

Measurements

All measurements and sizes called for in any Work Write Up, plan, sketch, or specifications are approximate and shall be verified by the Contractor prior to bidding. The bid submitted by the Contractor shall be construed to mean full coverage of lengths, sized, and quantity for the existing items and implied sizes/measurements shall include any waste, overlays, and trim items required to leave a completed work item.

Occupancy and Temporary Relocation

Occasionally, occupants will need to be temporarily and voluntarily relocated while the LHC work is conducted and until the time the affected unit receives clearance for re-occupancy. LHC work and relocation activities cannot exceed 10 days.

Although relocation activities are not the responsibility of the Contractor, in such situations, the Contractor, a third party relocation partner, and Program Manager will coordinate construction and relocation activities to ensure the occupants are informed of the process and given ample time to make lodging arrangements, either with a family member/friend, or through an established lodging vendor.

Damages

The Contractor shall exercise proper care and precaution at all times for the protection of the property, materials, and equipment during the construction period; and shall be responsible for repairing or replacing any damaged property which occurs as a result of the execution of work. It is recommended that all defects on existing components, equipment, etc., be documented prior to the start of the work in order to avoid disputes. (Time limit needed for submitting a claim by client).

Colors

Before any painting, floor covering, roofing, ceramic tile, etc. is started, the Contractor shall present to the homeowner and/or the agency; color samples for selection. It will be the responsibility of the contractor to verify the color selection and/or patterns with the homeowner or County prior to the commencement of the work.

Repairs

When "Repair" is specified in the Work Order Document this shall mean the work item is to be placed in as close to new condition as possible either by repair or replacement, and shall match adjacent areas in finish, design, and appearance.

Installation

The term "Install" refers to the removal of the existing item and installation of the new item. It is understood that the existing item will have to be removed in order to install the new item. The exclusion of the words "remove, removal, replacement" in the description of any bid item does not absolve the bidder from including these costs in the bid.

Clean-Up

The Contractor shall keep the premises clean and orderly during the course of construction and is to be responsible for immediate removal of all debris and removed components as a result of any work specified in the contract. Neither the job site nor any public right-of-way shall be used as a storage place for removed debris or waste materials. All surfaces, floors, glass, cabinets, etc., shall be protected during construction and shall be left free of paint, stains, scratches, mastic etc. caused by the work activity. The work area will be cleaned on a daily basis.

Excavation

In all cases where excavation is to be done, it shall be the responsibility of the Contractor to have "Blue Stake" contacted to identify & mark locations of underground utilities prior to any excavation being done. All open trenches and hazardous areas need to be barricaded or roped off to prevent injury to anyone having access to the work site.

Responsibility

By the act of submitting a bid, proposal, quote, or approving work included in contract bid line items for a particular Work Write Up for an individual job, the contractor shall be deemed to have visited the job site, and to have made such study and examinations as required to make himself familiar with the required installations, sizes, and existing site conditions.

Contractor will be responsible for removing all replaced items, debris etc. from the property.

It will be the prerogative of the Project Manager to retain replaced equipment with some useful life expectancy and to re-cycle it into another other community program. The contractor will remove reusable equipment in such a manner as to not cause damage that would prevent it from being operational and leave it at a predetermined location for pick up by the agency.

Guarantee / Warranty of Construction

The Contractor shall provide the customer with a warranty for labor and materials for a minimum of one (1) year from the date of the final inspection for any work including new equipment and materials installed. The Contractor shall guarantee all work performed under the contract against defects of material and workmanship for a period of two (2) years after date of final acceptance of the work according to the Arizona Registrar of Contractors - **"Workmanship Standards for Licensed Contractors"** requirements. All new equipment shall carry a manufacturer's warranty.

Neither the final approval nor payment on account in full shall relieve the Contractor of responsibility for faulty materials or workmanship. Contractor shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of two (2) years from the date of completion of his Contract.

The contractor will provide homeowner with the manufacturer's installation/operating manuals and review the basic operation and maintenance procedures with the homeowner for any new components or equipment installed.

Payment

It will be the Contractor's responsibility to contact County when the job is completed so a final inspection can be conducted. Any items found that need to be corrected must be completed by the Contractor prior to submitting an invoice for payment.

It is the Contractor's responsibility to submit job invoices after the acceptance of the job by County. All invoices must have the job address and (DO) number and be dated when the job passed the final inspection not when the work was completed.

Pima County reserves the right to request invoice copies to verify the cost of materials and labor used on miscellaneous work items.

II. TRAINING & CERTIFICATION:

The contracting firms for these projects, in using federal abatement (24 CFR 35.1325) and interim controls (24 CFR 35.1330) assistance dollars in target housing shall be EPA Lead Abatement Certified, including, at minimum, one Lead Supervisor, and two Lead Abatement Worker certifications.

- EPA Lead Abatement Firm Certification
- EPA Lead Abatement Supervisor Certification/s
- EPA Lead Abatement Worker Certification/s
- EPA Lead-Safe Firm Certification (Renovation, Repair, and Painting (RRP))
- EPA Lead-Safe Worker Certifications (RRP)

EPA Requirements

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips by disturbing lead-based paint, which can be harmful to adults and children.

To protect against this risk, on April 22, 2008, EPA issued the Renovation, Repair and Painting Rule. * It requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, child care facilities and schools be certified by EPA and that they use certified renovators who are trained by EPA-approved training providers to follow lead-safe work practices. Individuals can become certified renovators by taking an (8) eight-hour training course from an EPA-approved training provider.

**Federal law requires renovation firms (including sole proprietorships) to be certified and requires individuals to be trained in the use of lead-safe work practices. To become certified, renovation contractors must submit an application and fee payment to EPA or to the state if you work in one of the states authorized to run their own RRP programs. Individuals wishing to become certified renovators must take training from an EPA-accredited training provider.
<http://epa.gov/lead/pubs/firmapp.pdf>

Proof of certification and training will be submitted to the designated Pima County Procurement Department representative before the end of the ninety (90) day period (180 days for Lead Base Paint Supervisor). Failure to do so will result in the inactivation of the contract until the matter is resolved.

Note: All costs associated with these requirements will be the responsibility of the Contractor.

EXHIBIT "D"
SUPPLEMENTAL PROVISIONS FOR
FEDERAL AID CONSTRUCTION CONTRACTS (10 PAGES)

ARTICLE 1 – SECTION 3 HOUSING AND URBAN DEVELOPMENT ACT

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons. Selected contractors must submit Program forms in Attachment 1 to Exhibit "D" within 10 days of award. Additionally, contractors must annually update Section 3 forms to account for changes its labor force, including subcontractors.

ARTICLE 2 – SUBCONTRACTORS

In addition to the requirements set forth in Article 10 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 23 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 24 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.

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ATTACHMENT 1 TO EXHIBIT "D"

Section 3 of the Housing and Urban Development Act

(Selected contractors must submit Program forms in Attachment 1 to Exhibit "D" within 10 days of award. Contractors must annually update Section 3 forms to account for changes its labor force, including subcontractors.)

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible; be directed to low- and very low-income persons, particularly persons who are of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
- E. The contractor will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR, Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)~

Providing Other Economic Opportunities

- A. *General.* In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3-covered assistance.
- B. *Other training and employment related opportunities.* Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in part-time positions.

C. *Other Business Related Economic Opportunities*

- a. A recipient or contractor may provide economic opportunities to establish stabilize or expand Section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR, Part 963 regarding HA contracts to HA resident owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.
- b. A *Section 3 joint venture* means an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concern:
 - i. Is responsible for a clearly-defined portion of the work to be performed and holds management responsibilities in the joint venture; and
 - ii. Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Certifications and Reporting

The attached certifications must be submitted upon contract execution, prior to commencing contract activities and the attached annual report is required annually and prior to final draw.

CONTRACTOR:

Signature

Name and Title (please print)

Contractor Name

Date

SECTION 3 ASSURANCE

1. I, the undersigned, _____ as official representative of _____
(Printed Name) (Contractor)
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the
_____. It is understood that failure to comply may result in the
(Project)
following sanctions: Cancellation, Termination or Suspension of this contract in whole or in part.
2. Prime Contractor
 - a. The number of positions needed in this project: _____
Details of occupational categories provided in Attachment B _____ (Yes)
 - b. The number of these positions to be filled by regular, permanent employees: _____
 - c. The number of positions projected to be filled by low income area residents: _____
Details of occupational categories provided in Attachment B _____ (Yes)
3. Subcontractors/Vendors
 - a. The number of subcontractors projected to be utilized for this project: _____
 - b. The number of subcontractors projected to be Section 3 businesses: _____
 - c. The number of businesses/suppliers projected to be utilized: _____
Dollar amount: \$ _____
 - d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: _____
Dollar amount: \$ _____

Authorized Signature

Date

ESTIMATED PROJECT WORK FORCE BREAKDOWN

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents	Approximate Hiring Date
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TOTALS					

Section 3 Resident

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

Person Completing Form

Date

Company

Telephone
Number

Company Address

Project Name

Telephone Number

SECTION 3 BUSINESS SELF-CERTIFICATION

A. Basis for Self-Certification

The _____, located at _____
(Name of Business) (Address)

hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(Check All Applicable)

- 1) _____ 51% or more ownership by Section 3 residents;
- 2) _____ At least 30% of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three years);
- 3) _____ Is committed to subcontracting more than 25% of the total dollars awarded by [grantee] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of _____;
(Name of Business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;
- 3) This documentation will be made available to the grantee, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;
- 4) This documentation will be maintained for at least five years after completion of the requirements of the contract provided by the grantee;
- 5) The information provided in A. above is true and accurate to the best of my knowledge; and
- 6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

Signature

Date

Printed Name

Title

Section 3 Resident Self-Certification

Company Name _____

Company Address _____

Employee Name _____

Employee Position _____ Hire Date _____

Employee Address _____

Employee's Household income is (check one box):

- ☐ At or below the level shown below for their household; or
- ☐ Above the level shown below for their household.

Number of Household Members	Annual Household Income (Including Income of all adults in Household)
1	\$35,800
2	\$40,900
3	\$46,000
4	\$51,100
5	\$55,200
6	\$59,300
7	\$63,400
8+	\$67,500

** Note: As new income limits are published annually by HUD, the Section 3 forms will need to change accordingly. (11/7/19)*

I certify that I have looked at the income levels listed above, and certify that the information presented in this Certification form is true and accurate to the best of my knowledge and belief. I understand that providing false information constitutes an act of fraud and may result in punishment.

Signature of Employee

Print Employee Name

Date

ATTACHMENT 2 TO EXHIBIT "D"

1. The **Owner** and Contractor covenant, agree and hereby make assurances that they shall carry out all of their respective promises, responsibilities and duties under or in connection with the performance of all items relating to the work under a Contract (including those relating to Lead Hazards existing in, on or about the Property) in strict and full compliance with all applicable Guidelines and Laws including, without limitation, the following statutes, regulations and items to the extent they apply to the Contract, work, Project or Program or any part thereof as the same now exist or as hereafter may be amended, revised, supplemented or replaced:
 - (a) **All Labor Standards, including:**
 - (1) Contract Work Hours & Safety Standards Act, P. L. 87-581 (40 U.S.C. 327 et seq.), and 29 CFR, Part 5.
 - (2) Section 3 of the Housing and Urban Development Act of 1958, P. L. 90-448 (12 U.S.C. 1701u).
 - (3) Copeland Anti-Kickback Act, P. L. 85-800 (18 U.S.C. 874c) and 29 CFR, Part 3.
 - (4) DOL regulations at 29 CFR Parts 1, 3, 5, 6 and 7. These regulations implement the Contract Work Hours and Safety Standards Act and the Copeland Act.
 - (5) Section 110 of the Housing and Community Development Act of 1974, P. L. 93-383, as amended.
 - (b) **All Equal Opportunity Laws and Regulations, including:**
 - (1) Civil Rights Laws including Title VI of the Civil Rights Act of 1964, P. L. 88-352 (42 U.S.C. 2000d et seq.) and HUD regulations at 24 CFR Part 1 and Title VIII of the Civil Rights Act of 1968, P. L. 90-284 (42 U.S.C. 3601 et seq.) as amended by the Fair Housing Amendments Act of 1988, P. L. 100-430 (the Fair Housing Act).
 - (2) Executive Order 11063, Equal Opportunity in Housing, November 20, 1962 (27 FR 11527), as amended by Executive Order 12259, December 21, 1980 (46 FR 1253) and HUD regulations at 24 CFR Part 107.
 - (3) Sections 109 and 110 of the Housing and Community Development Act of 1974, P. L. 93-383 (42 U.S.C. 5309) as amended.
 - (4) Age Discrimination Act of 1975, P. L. 94-135 (42 U.S.C. 6101 et seq.).
 - (5) Section 504 of the Rehabilitation Act of 1973, P. L. 95-602 (29 U.S.C. 794).
 - (6) Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR 12319) as amended by Executive Order 11375, October 13, 1967 (43 FR 46501) and HUD regulations 24 CFR Part 130 and 41 CFR chapter 60.
 - (7) Regulations and Executive Orders relating to Minority Business Enterprise, and Womens Business Enterprise and Labor Surplus Area Firms including Executive Orders 11625, October 14, 1971 (36 FR 19967) and 12138, May 18, 1979 (See 24 CFR 85.36(e) and 44 FR 29637).
 - (8) Americans with Disabilities Act of 1990 (42 U.S.C. 1201)
 - (c) **Construction Standards and other Laws.**
 - (1) All standards, orders or requirements relating to lead based paint activities and waste disposal including Lead-Based Paint Hazard Reduction Act of 1992, Section 1011 (Title X of the Housing and Community Development Act of 1992, as amended); Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. 4821, et seq.); HUD Office of Healthy Homes and Lead Hazard Control Policy Guidance No. 2001- 03 dated October 1, 2001, as amended; Title VI of the Lead-Based Paint Poisoning Prevention Act, P.L. 91-695, as amended, 42 U.S.C. 4831; the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq; The Toxic Substances Control Act, Title IV 15 U.S.C. 2860, et seq. EPA Standards at 24 CFR 745.227, 29 CFR 1926.62 and/or 1910.1025 and 24 CFR Sections 58.2(a) and 35.145; Requirements for Certified Trained Performers, 24 CFR Part 35 including subparts B and R and use for analysis of samples for lead only laboratories recognized and approved by the US Environmental Protection Agency; and 24 CFR Part 39, Cost Effective Energy Conservation Standards and 24 CFR Parts 35, 58, 85, 92 and 745.

- (2) Architectural Barriers Act of 1968 P.L. 90-480, as amended (42 U.S.C. 4151 et seq.).
- (3) Section 6002 of the Resources Conservation and Recovery Act of 1976, P.L. 94-580, as amended (42 U.S.C. 6962), and regulations at 40 CFR Part 247 and 249.
- (4) Separate specifications for plumbing, heating, ventilating and electrical work: separate bids and contract, P. L. 546 (71 P.S. 1618).
- (5) All applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of The Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations, 40 C.F.R. Part 15.
- (6) Mandatory Standards and Policies Relating to Energy Efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, Public Law 94-163, 89 STAT. 871.
- (7) Requirements for procurement of recovered materials, Solid Waste Disposal Act, Section 6002 as amended by the Resource Conservation and Recovery Act and Environmental Protection Agency Guidelines and Regulations, 40 CFR Part 247.
- (8) Title IX of the Education Amendments Act of 1972 (20 USC 1681, et seq.).
- (9) Executive Orders 13166 regarding persons with limited English proficiency and 13279 regarding faith based and community organizations.
- (10) Disposal of Waste in accordance with applicable local, state and federal Laws and Regulations including the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Section 6002 and Regulations at 40 CFR, Parts 247 and 249 and Environmental Protection Agency ("EPA") Standards and Regulations.
- (11) The Contractor (or Pima County) will provide or cause to be provided to the Owner a copy of all lead-based paint inspection, risk assessment and clearance test reports and advise the Owner of the duty to comply with the disclosure requirements required under 24 CFR Part 35, Subpart A.

END EXHIBIT "D"

EXHIBIT "E"

GENERAL CONDITIONS (11 pages)

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Department: Pima County Community Development and Neighborhood Conservation.

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, 2014 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.
6. 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 "E" – General Conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2020

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 Cutright Insurance Agency, LLC 7660 E. Broadway Blvd., Suite 206 Tucson, AZ 85710	CONTACT NAME: Jennifer Suba PHONE (A/C, No, Ext): (520)885-8577 FAX (A/C, No): (866)601-2669 E-MAIL ADDRESS: jennifer@cutrightagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Contractors Bonding and Insurance Company NAIC # 37206 INSURER B: Starstone Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Arizona Style Construction, LLC 700 N. Lazy J Way Tucson, AZ 85748	

COVERAGES

CERTIFICATE NUMBER: 00000972-1172504

REVISION NUMBER: 63

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER	Y Y	A31AAR280	03/21/2019	03/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y Y	A31AAR280	03/21/2019	03/21/2020	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 EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PX2090072	03/21/2019	03/21/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability		J73205191AEM	10/16/2019	10/16/2020	Aggregate/Each \$ 2,000,000/1,000,000
B	Errors & Omissions		J73205191AEM	10/16/2019	10/16/2020	Each Occurrence 1,000,000

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

Certificate Holder is named as Additional Insured in regards to General Liability coverages per the attached CBGL0071. Waiver of Subrogation and Primary/Non-Contributory wording is provided under CBGL0071. Certificate Holder is named as Additional Insured in regards to Auto Liability coverages per the attached CA20481013 and Waiver of Subrogation is included per the attached CA04441013. Insurance is primary and non-contributory.

Certificate revised 02/04/2020 to include additional policy forms.

CERTIFICATE HOLDER

CANCELLATION

Pima County Procurement Department 130 W. Congress Street, 3rd Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">(JES)</div>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury or property damage" caused by your negligence in the performance of your ongoing operations performed for that additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

To the extent required under said written contract or agreement, this policy will apply as primary insurance to additional insureds and other insurance which may be available to such additional insureds will be non-contributory. We waive our right of recovery against such additional insureds.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including but not limited to:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions,

reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

a. 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

b. 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.

3. "Bodily injury", "property damage" or occurring or commencing before execution of the written contract or agreement that requires such person or organization be added as an additional insured on your policy.

C. Definitions

"Ongoing operations" means operations not included in the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: ARIZONA STYLE CONSTRUCTION, LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

PIMA COUNTY
PROCUREMENT DEPARTMENT
130 W CONGRESS ST, 3RD FLOOR
TUCSON, AZ 85701

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: A31AAR280

COMMERCIAL AUTO
CA 04 44 10 13

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:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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: ARIZONA STYLE CONSTRUCTION, LLC

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

PIMA COUNTY

PROCUREMENT DEPARTMENT

130 W CONGRESS ST, 3RD FLOOR

TUCSON, AZ 85701

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.



PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-3727 • FAX (520) 724-4434

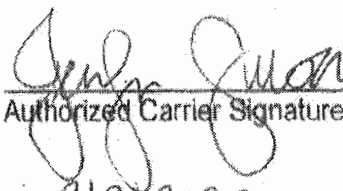
INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMPREHENSIVE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMPREHENSIVE AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

Arizona Style Construction, LLC

Insured Firm

A31AAR280
Policy Number

CBR
Insurance Carrier


Authorized Carrier Signature
2/3/2020
Date of Signature

Jennifer Susan
Printed Name

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/2020

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 CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix AZ 85012-3068		CONTACT NAME: CopperPoint Insurance Companies PHONE (A/C No. Ext): 602.631.2300 or 866.284.2694 FAX (A/C No.): 602.631.2599 E-MAIL ADDRESS:																						
INSURED Arizona Style Construction LLC 700 N Lazy J Way Tucson AZ 85748		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>COPPERPOINT GENERAL INSURANCE COMPAN</td><td>13043</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	COPPERPOINT GENERAL INSURANCE COMPAN	13043	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER: 95****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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	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 <input type="checkbox"/> N/A		1004813	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Location: PIMA COUNTY

8810-CLERICAL OFFICE EMPLOYEES-N.O.C., 5645-CARPENTRY - CONSTRUCTION OF RESIDENTIAL DWELLINGS NOT EXCEEDING THREE STORIES IN HEIGHT, 5221-CONCRETE OR CEMENT WORK - FLOORS, DRIVEWAYS, YARDS, OR SIDEWALKS & DRIVERS, 5183-PLUMBING N.O.C. JOB & SHOP, 5537-HEATING, VENTILATION, AIR-CONDITIONING, AND REFRIGERATION SYSTEMS - INSTALLATION, SERVICE AND

CERTIFICATE HOLDERPIMA COUNTY PROCUREMENT
JUDY COOPER

130 W CONGRESS, 3RD FLOOR

TUCSON

AZ 85701-1317

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY		NAMED INSURED Arizona Style Construction LLC 700 N Lazy J Way Tucson, AZ 85748
POLICY NUMBER 1004813		
CARRIER COPPERPOINT GENERAL INSURANCE COMPANY	NAIC CODE 13043	EFFECTIVE DATE: 09/01/2019-09/01/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

REPAIR, SHOP, YARD, 5445-WALLBRD/DRYWL/PLSTRBRD/CMNTBRD-INSTL-IN BLDGS, 5437-WEATHER STRIPPING
INSTALLATION, 5551-ROOFING-ALL KINDS

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

Schedule Waiver:

Cert Holder Name: Pima County

Verbiage: Pima County

County, Boards, Commissions, Departments, District, Officers, Officials, Agents and Employees

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.)

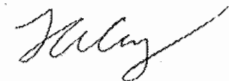
Endorsement Effective 03/30/2018
Insured Arizona Style Construction LLC

Policy No. 1004813

Endorsement No. 10
Premium \$ 250

Insurance Company CopperPoint Mutual Insurance Company

Countersigned by



CHECK SHEET & TRANSMITTAL
Arizona Style Construction, LLC

DATE: January 30, 2020

PROJECT: Pima County – Lead Based Paint Hazard Control Program

X

uc 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

uc 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 (in the amount as stated in the original contract).

X
_____ Certificate of Commercial General Liability Insurance (in the amount as stated in the original contract) 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 contract). **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

N/A
_____ Builder's Risk Insurance (as stated in the original contract)
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.

Judy Cooper

Procurement Design & Construction

Ph.: (520)-724-3727 / Email: Judy.Cooper@pima.gov

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2020

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.

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PRODUCER JP Insurance Group LLC 2131 E Broadway Rd #34 Tempe AZ 85282		CONTACT NAME: Jane Penksa, CIC PHONE (A/C, No, Ext): (480) 621-7220 FAX (A/C, No): (480) 621-7356 E-MAIL ADDRESS: jane@jpinurancegrp.com	
INSURED A5 Design & Construction LLC PO Box 87107 Tucson AZ 85754-7107		INSURER(S) AFFORDING COVERAGE INSURER A: Contractors Bonding & Insurance Co INSURER B: Hartford Accident & Indemnity Company INSURER C: Carolina Casualty Ins Co INSURER D: Westchester Surplus Lines Co INSURER E: INSURER F:	
		NAIC # 37206 22357 10510 10172	

COVERAGES**CERTIFICATE NUMBER: 19/20****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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	A11A00709	5/12/2019	5/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	59UECF0792	5/12/2019	5/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined sir \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$	
C	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	N/A	Y	BNUWC0147666	5/16/2019	5/16/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Pollution Liability			G70918456 002	12/13/2019	12/13/2020	each occurrence \$1,000,000 aggregate \$1,000,000	

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

Certificate Holder, Owner and all entities required to be named as Additional Insured by written contract, are hereby added per CBGL0071 for general liability. Coverage is Primary Non-contributory and Waiver of subrogation applies - if required by written contract. Auto Additional Insured per HA 99 16 if required by written contract
Pollution Liability includes Mold
Re: Pima County - Lead Based Paint Hazard Control Program

CERTIFICATE HOLDER

Maria.Gonzales@pima.gov

Pima County Procurement
Design & Construction Division
Attn: Judy cooper - Senior Buyer
130 W Congress 3rd Floor
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

Jane Penksa, CIC/JLP

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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

State

Description

AZ

Any party with whom the insured agrees to waive subrogation in a 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 Effective Date: 05/16/2019

Policy Number: **BNUWC0147666**

Endorsement No.:

Insured Name:

Premium:

Insurance Company:



Countersigned by

WC 00 03 13

(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury or property damage" caused by your negligence in the performance of your ongoing operations performed for that additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

To the extent required under said written contract or agreement, this policy will apply as primary insurance to additional insureds and other insurance which may be available to such additional insureds will be non-contributory. We waive our right of recovery against such additional insureds.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including but not limited to:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions,

reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

a. 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

b. 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.

3. "Bodily injury", "property damage" or occurring or commencing before execution of the written contract or agreement that requires such person or organization be added as an additional insured on your policy.

C. Definitions

"Ongoing operations" means operations not included in the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% 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.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 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.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and

- (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the 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 the 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 deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

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

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

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

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

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

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-3727 • 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.

A5 Design and Construction, LLC

Insured Firm

GL A11A00709 Auto 594ECFP0792
Policy Number

CBIC Hartford
Insurance Carrier

Jane Penksa
Authorized Carrier Signature

Jane Penksa
Printed Name

2-7-2020
Date of Signature

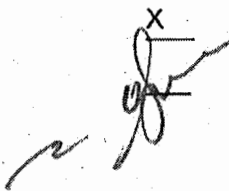
480 621-7220

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

CHECK SHEET & TRANSMITTAL
A5 Design and Construction, LLC

DATE: January 30, 2020

PROJECT: Pima County – Lead Based Paint Hazard Control Program

 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 (in the amount as stated in the original contract).

X _____ Certificate of Commercial General Liability Insurance (in the amount as stated in the original contract) 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 contract). **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

N/A _____ Builder's Risk Insurance (as stated in the original contract)
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.

Judy Cooper

Procurement Design & Construction

Ph.: (520) 724-3727 / Email: Judy.Cooper@pima.gov

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2020

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

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

PRODUCER Koty-Leavitt Insurance/NFP 6992 E. Broadway Blvd Tucson AZ 85710-2803		CONTACT NAME: *Gail Brisendine PHONE (A/C No. Ext): (520) 571-1900 FAX (A/C, No): (520) 571-9667 E-MAIL: gail-brisendine@leavitt.com ADDRESS: gail-brisendine@leavitt.com	
INSURED Desert Earth & Wood LLC 245 S Plumer Ste 15 Tucson AZ 85719-6347		INSURER(S) AFFORDING COVERAGE INSURER A: NGM Insurance Company NAIC # 14788 INSURER B: Homeland Insurance Company of New York 34452 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19/20 rev GL AL Pollu 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MPG8151A	8/17/2019	8/17/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Data Compromise \$ 25,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		B1G8151A	8/20/2019	8/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractors Environmental Liability			7930085190001	02/03/2020	9/12/2020	each pollution condition \$2,000,000 policy aggregate limit \$2,000,000

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

General Liability: ADDL INSD per form BP 04 51 01 06; primary per form BPM 3148 05 15; SUBR WVD per form BP 04 97 01 06; Automobile Liability ADDL INSD, primary, and SUBR WVD per form 64 8722 1012. All forms attached.

CERTIFICATE HOLDER

Judy.Cooper@pima.gov

Pima County
Procurement Design & Construction
130 W Congress St 3rd floor
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph H. Other Insurance of Section III - Common Policy Conditions

Primary Additional Insured – If a written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in paragraph C. **Who Is An Insured of Section II – Liability** as additional insured, this Other Insurance provision is applicable. This insurance is primary. This insurance is also non-contributory which means we will not seek contribution from other insurance available to the person or organization with whom you agree to include in **Who Is An Insured**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – WITH ADDITIONAL INSURED
REQUIREMENT IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph C. Who Is An Insured in Section II – Liability:

3. Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed or the contractor's agreement is terminated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) 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:
 - (a) That is an "insured" under any other automobile policy or
 - (b) That would be an "insured" under such a policy but for (i) its termination or (ii) the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 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.

B. Employees as Insureds

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1 - WHO IS AN INSURED of Section II - LIABILITY COVERAGE is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
- (2) The "auto" is leased without a driver. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

2. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1 WHO IS AN INSURED of SECTION II - LIABILITY COVERAGE:

Any person or organization for whom you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage, but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision contained in SECTION II of the coverage form.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any

other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit. The most we will pay for "loss" to any hired "auto" is:

- (1) \$50,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$75 per day and a maximum limit of \$2,250.

7. EXTRA EXPENSE - BROADENED COVERAGE

Under paragraph A. of SECTION III - PHYSICAL DAMAGE COVERAGE, the following Coverage is added:

We will pay for the expense of returning a stolen covered "auto" to you subject to Paragraph C. Limit of Insurance

8. LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, we will pay in the event of a total "loss" your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

9. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

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

The requirement in LOSS CONDITIONS 2.a – DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS of SECTION IV – BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

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

11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

12. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization to or for whom we make payment and with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

13. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V – DEFINITIONS is replaced by the following:

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

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2020

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 CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix AZ 85012-3068		CONTACT NAME: CopperPoint Insurance Companies PHONE (A/C, No, Ext): 602.631.2300 or 866.284.2694 FAX (A/C, No): 602.631.2599 E-MAIL ADDRESS:	
INSURED Desert Earth & Wood LLC 245 S Plumer Ave ste 15 Tucson AZ 85719-6347		INSURER(S) AFFORDING COVERAGE INSURER A: COPPERPOINT CASUALTY INSURANCE COMPA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13210	

COVERAGES**CERTIFICATE NUMBER:** 117**REVISION NUMBER:**

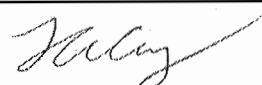
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 <input type="checkbox"/>	N/A	1016148	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Job #: MA-PO-20-114 Location: Pima County
5183 - AZ - PLUMBING N.O.C. JOB & SHOP, 5437 - AZ - WEATHER STRIPPING INSTALLATION, 5445 - AZ -
WALLBRD/DRYWL/PLSTRBRD/CMNTBRD-INSTL-IN BLDGS, 5474 - AZ - PAINTING-NOC & SHOP OPS, 5478 - AZ - FLOOR COVERING
INSTALLATION - RESILIENT FLOORING - CARPET AND LAMINATE FLOORING, 5537 - AZ - EVAP AIR COND SYS SHOP OUT INS SERV, 8810

CERTIFICATE HOLDER**CANCELLATION**

Pima County Com Dev and Neighborhood Conservation 2797 East Ajo Way Tucson AZ 85713	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 
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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY		NAMED INSURED Desert Earth & Wood LLC 245 S Plumer Ave ste 15 Tucson, AZ 85719-6347
POLICY NUMBER 1016148		
CARRIER COPPERPOINT CASUALTY INSURANCE COMPANY	NAIC CODE 13210	EFFECTIVE DATE: 05/01/2019-05/01/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- AZ - CLERICAL OFFICE EMPLOYEES-N.O.C.

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name (WC 89 06 01) | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12) |
| <input type="checkbox"/> Expiration Date (WC 89 06 04) | <input type="checkbox"/> Item 3 .C. States (WC 89 06 13) |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05) | <input checked="" type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Experience Modification (WC 89 04 06) | <input type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15) |
| <input type="checkbox"/> Producer's Name (WC 89 06 07) | <input checked="" type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16) |
| <input checked="" type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10) | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) |
| <input type="checkbox"/> Item 3.A. States (WC 89 06 11) | |

Is changed to read:**Total Estimated Annual Premium: \$5,035****Change in Workplace**

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 Effective 02/03/2020
Insured Desert Earth & Wood LLC

Policy No. 1016148

Endorsement No. 14
Premium Cost Change \$100

Insurance Company CopperPoint Casualty Insurance Company

Countersigned by

WC 89 06 00 B
(Version 7/01)

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.)

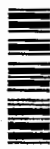
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State

Blanket/Schedule/State

AZ

Pima County its Departments, Districts, Boards,. Commissions, Officers,
Officials, Agents and Employees

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 Effective 02/03/2020
Insured Desert Earth & Wood LLC

Policy No. 1016148

Endorsement No. 15
Premium \$ 100

Insurance Company CopperPoint Casualty Insurance Company

Countersigned by

CHECK SHEET & TRANSMITTAL
Desert Earth and Wood, LLC

DATE: January 30, 2020

PROJECT: Pima County – Lead Based Paint Hazard Control Program

X
JB 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
AB 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 (in the amount as stated in the original contract).

X
_____ Certificate of Commercial General Liability Insurance (in the amount as stated in the original contract) 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 contract). **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

N/A
_____ Builder's Risk Insurance (as stated in the original contract)
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.

Judy Cooper

Procurement Design & Construction

Ph.: (520) 724-3727 / Email: Judy.Cooper@pima.gov

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