

# **INVITATION FOR BIDS**

## SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number: 140101

Solicitation Title: RIO NUEVO TUCSON CONVENTION CENTER (TCC)

ARENA RENOVATIONS - FIXED AUDIENCE SEATING

Project Site 260 South Church Avenue, Tucson, AZ 85701

Publish Dates January 9, 2014 and January 16, 2014

Prospective Bidders' Conference: None

Final Date for Inquiries: January 16, 2014

Bid Due Date and Time: January 23, 2014

2:00 p.m. (local time, Tucson, Arizona)

Bid Opening: January 23, 2014

2:00 p.m. (local time, Tucson, Arizona)

Plans and Specifications Deposit: \$15.00: Deposit shall be refunded upon return of the plans and

specifications in good order within ten days after the bid due date.

Where to Obtain: ARC Document Solutions, Inc.

3955 E. Speedway Blvd., Suite 102/103

Tucson, AZ 85715 (520) 327-6700

District Representative and Technical

Questions:

Elaine Weaver (520) 837-6314

Elaine.Weaver@tucsonaz.gov

Deliver Bid To: Rio Nuevo Multipurpose Facilities District

400 W. Congress, Suite 152

**Tucson, AZ 85701** 

In accordance with the Rio Nuevo Multipurpose Facility District ("District") Procurement Code, competitive sealed Bids for the Materials specified herein will be received by the District Clerk at the District Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids shall be in the actual possession of the District Clerk on, or prior to, the Bid Deadline date and time. Late Bids shall not be accepted. Bids shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

\* The District reserves the right to amend the solicitation schedule as necessary.

# **OFFER**

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the District under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Arizona Transaction (Sales) Tax License Number:		For Clarification of this Bid contact:					
Federal Employer Identifica	ation	Name:					
Number:		Telephone:					
Vendor	Name	Facsimile: Email:					
Add	ress	Authorized Signature for Vendor					
City Sta	tte Zip Code	Printed Name					
		Title					
ACCEPTANCE O	OF OFFER AND NOTICE	E OF AWARD (FOR DISTRICT USE ONLY)					
Effective Date:	Contract No.	Official File:					
	POSE FACILITY DISTRIC	CT, an Arizona Multipurpose					
RIO NUEVO MULTIPURI Facility District  ATTEST:	POSE FACILITY DISTRIC	CT, an Arizona Multipurpose  APPROVED AS TO FORM:					

## **ARTICLE I - DEFINITIONS**

For purposes of this Invitation for Bids, the following definitions shall apply:

- "Bid" or "Offer" means a responsive bid or quotation submitted by a Bidder in response to this IFB.
- "Bid Deadline" means the date and time set forth on the cover of this IFB for the District Clerk to be in actual possession of the sealed Bids.
- "Bid Opening" means the date and time set forth on the cover of this IFB for opening of sealed Bids.
- "Bidder" means any person or firm submitting a competitive Bid in response to this IFB.
- "Confidential Information" means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the District of this fact at the time of the submission and (ii) the information is so identified wherever it appears.
- "Contract" means, collectively, the (i) Offer/Bid, (ii) this IFB, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Vendor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the District in writing on the Price Sheet.
- "Days" means calendar days unless otherwise specified.
- "District Representative" means the District employee or appointee who has specifically been designated to act as a contact person and who is responsible for monitoring and overseeing the Vendor's performance under the Contract and for providing information regarding details pertaining to the Contract.
- "Invitation for Bids" or "IFB" means this request by the District for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the District's Procurement Code.
- "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Vendor in conjunction with the Contract.
- "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.
- "Price" means the total expenditure for a defined quantity of a commodity or service.
- "Procurement Code" means the District Procurement Code, as amended from time to time.
- "Services" means the furnishing of labor, time or effort by a Vendor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include "professional and technical services" as defined in the Procurement Code.
- "Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing or preparing a supply or service item for delivery.

"Subcontractor" means those persons or groups of persons having a direct contract with the Vendor to perform a portion of the Contract and those who furnish Materials according to the plans and/or Specifications required by this Contract.

"Vendor" means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the District.

## ARTICLE II – BID PROCESS; BID AWARD

- 2.1 <u>Purpose/Scope of Work.</u> The purpose of this IFB is to secure a qualified Vendor(s) to provide the District with fixed angle seating (the "Materials") as more particularly described in the Specifications, attached hereto as <u>Exhibit A</u> and incorporated herein by reference. For the purpose of this solicitation, the Materials required under this IFB shall be provided at the Price(s) specified in <u>Exhibit A</u>, Specifications. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery Contract(s) for the Materials based on the District's needs. The District does not guarantee any minimum or maximum amount of purchases will be requested by the District pursuant to a Contract.
- 2.2 <u>Amendment of IFB</u>. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the District in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the District Procurement Code. Any such action is subject to the legal and contractual remedies available to the District including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Vendor.
- 2.3 <u>Preparation/Submission of Bid.</u> Bidders are invited to participate in the competitive bidding process for the Materials specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.
- A. <u>Irregular or Non-responsive Bids</u>. The District will consider as "irregular" or "non-responsive" and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the District to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the District, any of the following are true:
  - 1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
  - 2. Bidder has a past record of failing to fully perform or fulfill contractual obligations, particularly obligations similar to those included in this IFB.
    - 3. Bidder cannot demonstrate financial stability.
  - 4. The Bid submission contains false, inaccurate or misleading statements that, in the opinion of the District Representative or authorized designee, are intended to mislead the District in its evaluation of the Bid.
- B. <u>Specification Minimums</u>. Bidders are reminded that the Specifications stated in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. Any catalog, brand name or manufacturer's reference used is considered descriptive and not restrictive and is indicative of the type and quality of Materials the District desires to purchase. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications. Bidders shall provide

complete manufacturers' descriptive literature regarding the Materials. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Offer.

- C. <u>Required Submittal</u>. Bidders shall provide all of the following documents to be considered a responsive Bid:
  - 1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.
    - 2. Price Sheet.
    - 3. Licenses.
    - 4. References.
    - 5. Acknowledgment for each Addendum received, if any.
- D. <u>Bidder Responsibilities</u>. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page and Bid Form by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.
- E. <u>Sealed Bids</u>. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.
- F. <u>Address</u>. All Bids shall be delivered to the following address: Attention Elaine Weaver, Rio Nuevo TCC Arena Project Manager, Rio Nuevo Multipurpose Facilities District, 400 West Congress, Suite 152, Tucson, Arizona 85701.
- G. <u>Bid Forms</u>. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.
- H. <u>Modifications</u>. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.
- I. <u>Withdrawal</u>. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted pursuant to the District Procurement Code.

## 2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. <u>Inquiries</u>. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the District Representative whose name appears on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the District will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the District. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the

District. The District will not be responsible for any other explanations or interpretations of the Contract Documents.

B. <u>Addenda</u>. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the District with respect to this IFB will be available at:

Rio Nuevo Multipurpose Facilities District 400 W. Congress, Suite 152 Tucson, Arizona 85701

- C. <u>Approval of Substitutions</u>. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the District Representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.
- D. <u>Use of Equals</u>. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "or equal," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The District Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior written approval from the District Representative. Approvals for "equals" before Bid Opening may be requested in writing to the District Representative for approval. Requests must be received at least ten days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for evaluation of the proposed equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.
- E. <u>Bid Quantities</u>. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Materials under this Contract. The selected Vendor agrees that the District shall not be held responsible if any of the quantities shall be found to be incorrect and the Vendor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Material as estimated and the Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Specifications, (2) excuse Vendor from any of the obligations or liabilities hereunder or (3) entitle Vendor to any damage or compensation except as may be provided in this Contract.
- 2.5 <u>Prospective Bidders' Conference.</u> A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the District's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the District at the Prospective Bidders' Conference. The District will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

- 2.6 <u>New Materials</u>. All Materials to be provided by the Vendor and included in the Bid shall be new, unless otherwise stated in the Specifications.
- 2.7 <u>Prices</u>. Materials shall be provided at the unit prices as set forth in the Specifications/Price Sheet attached hereto as <u>Exhibit A</u> and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**
- 2.8 <u>Payment; Discounts</u>. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The District shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.
- 2.9 <u>Taxes</u>. All applicable excise and sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item. It is the sole responsibility of the Bidder to determine any applicable Federal and State tax rates and calculate the Bid accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the District.
- 2.10 <u>Federal Funding</u>. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Materials (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.
- 2.11 <u>Cost of Bid/Proposal Preparation</u>. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The District does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the District and will not be returned.
- 2.12 <u>Public Record</u>. All Bids shall become the property of the District. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the District's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.
- 2.13 <u>Confidential Information</u>. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the District Representative of this fact shall accompany the submission and the information shall be identified. The District Representative shall review the statement and information and shall determine, in writing, whether the information shall be withheld. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the District Representative makes a written determination. If the District Representative determines to disclose the information, the District Representative shall inform the Vendor or Bidder, in writing, of such determination.
- 2.14 <u>Vendor Licensing and Registration</u>. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the City of Tucson Department. Bidders shall provide license information with the Bid, attached as <u>Exhibit B</u> and incorporated herein by reference. Upon the District's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission.
  - 2.15 Certification. By submitting a Bid, the Bidder certifies:

- A. <u>No Collusion</u>. The submission of the Bid did not involve collusion or other anti-competitive practices.
- B. <u>No Discrimination</u>. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. <u>No Gratuity</u>. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a District or City of Tucson employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.27(D) below, the District shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.
- D. <u>Financial Stability</u>. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.
- E. <u>No Signature/False Statement</u>. The signature on the Bid is genuine. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the District.

## 2.16 Award of Contract.

- A. <u>Multiple Award</u>. The District may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.
- B. <u>Line Item Option</u>. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District. The District's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the District's sole discretion.
- C. <u>Evaluation</u>. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) Price, including alternates, if any, but excluding "as-needed" services requested by the District and (3) Bidder qualifications to provide the Materials.
- D. <u>Waiver; Rejection; Reissuance</u>. Notwithstanding any other provision of this IFB, the District expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.
- E. Offer. A Bid is a binding offer to contract with the District based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the District. Bidder Offers shall be valid and irrevocable for **90** days after the Bid Opening.
- F. <u>Protests</u>. Any Bidder may protest this IFB issued by the District, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the District Procurement Code.

## ARTICLE III – GENERAL TERMS AND CONDITIONS

- 3.1 <u>Compensation</u>. The District shall pay the Vendor for Materials delivered and accepted by the District at the rates as set forth in the Price Sheet. The Vendor shall not commence any billable work or provide any Materials under this Contract until the Vendor receives an executed purchase order from the District.
- 3.2 <u>Payments</u>. The Vendor will be paid on the basis of invoices submitted following acceptance of the Materials. All invoices shall document and itemize all Materials delivered in sufficient detail to justify payment and shall include the Purchase Order number authorizing the transaction and shall be delivered to the District's Accounts Payable address indicated on the face of the Purchase Order, unless otherwise specified. All transportation charges must be prepaid by the Vendor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.
- 3.3 <u>Documents</u>. All documents prepared and submitted to the District pursuant to this Contract shall be the property of the District.
- 3.4 <u>Deliveries</u>. Time is of the essence for all orders placed under this Contract. Deliveries shall be made per specifications.

Product documentation required by Section 3.14 shall be delivered to the District upon delivery of the Materials. Delivery shall not be considered complete until the District is in receipt of the manuals. Vendor shall retain title and control of all Materials until they are delivered and the District has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The District will notify the Vendor promptly of any damaged Materials and shall assist the Vendor in arranging for inspection. The District reserves the right to cancel and reject the Materials upon default by Vendor in time, rate or manner of delivery. The District also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the Purchase Order.

- A. <u>Damages</u>. Per Paragraph 3.C.3 of the Fixed Audience Seating Specification, the seats will be installed in a minimum of three (3) fourteen (14) day periods. These fourteen (14) day periods will be determined by the Owner and shall begin no earlier than May 23, 2014. Failure to deliver and begin installation of one-third of the seats to the TCC Arena on the 1<sup>st</sup> day of any of these fourteen (14) day periods shall result in liquidated damages of \$5,000.00 for that fourteen (14) day period. In addition, for each seat of the one-third of the seats to be installed during that fourteen (14) day period that is not installed at the end of the period, Vendor shall pay actual damages of \$40.00 per seat not installed for each event held in the TCC Arena after the end of the period. Vendor will also be responsible, including all costs and expenses, for providing temporary seating acceptable to the Owner at its sole and absolute discretion, in all locations where seats have not been installed for each event.
- 3.5 <u>Quantity</u>. The quantity of Materials ordered must not be exceeded or reduced without the District's permission, in writing, except in conformity with acknowledged industry tolerances.
- 3.6 <u>Changes; Cancellation.</u> The District reserves the right to cancel or make changes in the Materials to be furnished by the Vendor within a reasonable period of time after issuance of Purchase Orders. If such changes cause an increase or decrease in the amount due under the Purchase Order, or in the time required for Vendor's performance, an acceptable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within ten days from when the change is ordered. Should a Purchase Order be canceled, the District agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Purchase Order. The District will not reimburse the Vendor for any costs incurred after receipt of a notice of cancellation from the District, or for lost profits, shipment of product or costs incurred prior to issuance of a Purchase Order.

- 3.7 <u>F.O.B.</u> Unless otherwise agreed to in writing, signed by the Board Chair or authorized designee, all delivery terms are "F.O.B. Destination" and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.
- 3.8 <u>Packing</u>. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Contract. Vendor shall be responsible for safe packing which must conform to the requirement of the selected carrier's tariffs. All shipments must carry the correct quantity, product identification, Purchase Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate, unless otherwise specified. Vendor will be charged with excess freight costs that the District is required to pay.
- 3.9 <u>Performance Warranty</u>. All Materials supplied pursuant to this Contract shall be fully guaranteed by the Vendor for a minimum period of one year from the date of acceptance by the District (or such longer period as may be provided under warranties for street sign supplies or hardware). Any defects in design, workmanship or Materials that would result in non-compliance with Contract Specifications shall be fully corrected by the Vendor (including parts and labor) without cost to the District. Vendor further agrees to execute any special guarantees as provided by the Contract or by law. Vendor shall require similar guarantees from all of its vendors or its Subcontractors. Vendor shall include a complete and exclusive statement of the product warranty.
- 3.10 <u>Price Warranty</u>. Vendor shall give the District the benefit of any price reductions before actual time of shipment. If the District permits shipment to be made prior to specified shipping date, the District shall have advantage of any price reductions that occur before the originally-scheduled shipping date.
- 3.11 <u>Inspection</u>; Acceptance. All Materials are subject to final inspection and acceptance by the District. Materials failing to conform to the Specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Material, the District may elect to do any or all of the following by written notice to the Vendor: (A) waive the non-conformance; (B) stop the use of the non-conforming Material immediately; or (C) bring Material into compliance and withhold the cost of same from any payments due to the Vendor.
- 3.12 <u>Waiver</u>. Waiver by the District of a condition in any shipment shall not be considered a waiver of (A) any other terms of this Contract or (B) that condition for subsequent shipments.
- 3.13 <u>Product Documentation</u>. Books, manuals or CD's when possible, shall accompany each unit and provide complete and comprehensive information on all Materials, components and accessories, as supplied to comply with the Specifications. If changes, modifications, additions or alterations of any kind are made on the Materials, the Vendor shall provide blueprints, line drawings and descriptive text sufficient to allow a person of average skill in general mechanics to diagnose, repair and maintain the Materials and all components. On Materials assembled from manufactured components, parts manuals shall show the manufacturer of each part and all cross-referencing between the Vendor and the manufacturers. The District shall have the right to reproduce any equipment/product documentation for District maintenance and educational purposes only.
- 3.14 <u>Product Discontinuance</u>. In the event that a product or model is discontinued by the manufacturer, the District, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following: (A) a formal announcement from the manufacturer that the product or model has been discontinued, (B) documentation from the manufacturer that names the replacement product or model, (C) documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original solicitation, (D) documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model and (E) documentation confirming that the price for the replacement is equal to or less than the discontinued product or model.

- 3.15 <u>No Replacement of Defective Tender</u>. Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
- 3.16 <u>Shipment Under Reservation Prohibited</u>. Vendor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.
- 3.17 <u>Liens</u>. All Materials shall be free of all liens and, if the District requests, a formal release of all liens shall be delivered to the District.
- 3.18 <u>Right to Assurance</u>. Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 3.19 <u>Right to Inspect Plant</u>. The District may, at reasonable times, inspect the part of the plant or place of business of the Vendor or any Subcontractor that is related to the performance of this Contract.
- 3.20 <u>Patents and Copyrights</u>. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the District and shall not be used or released by the Vendor or any other person except with the prior written permission of the District.
- 3.21 <u>Advertising</u>. Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the District.
- 3.22 <u>Licenses; Materials</u>. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The District has no obligation to provide Vendor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The District has no obligation to provide tools, equipment or material to Vendor.
- 3.23 <u>Indemnification</u>. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the District and each board member, officer, employee or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the performance of the Vendor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

## 3.24 Insurance.

## A. General.

1. <u>Insurer Qualifications.</u> Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the District. Failure to maintain insurance as specified herein may result in termination of this Contract at the District's option.

- 2. <u>No Representation of Coverage Adequacy</u>. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect Vendor. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
  - 3. Additional Insured. See Section 10 below.
- 4. <u>Coverage Term.</u> All insurance required herein shall be maintained in full force and effect until the terms of this Contract are satisfactorily performed, completed and formally accepted by the District, unless specified otherwise in this Contract.
- 5. <u>Primary Insurance</u>. Vendor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the District as an Additional Insured.
- 6. <u>Claims Made</u>. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- 7. <u>Waiver</u>. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the District, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 8. <u>Policy Deductibles and/or Self-Insured Retentions</u>. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the District. Vendor shall be solely responsible for any such deductible or self-insured retention amount.
- 9. <u>Use of Subcontractors.</u> If any portion of this Contract is subcontracted in any way, Vendor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth in this subsection and insurance requirements set forth herein protecting the District and Vendor. Vendor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the District with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The District shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward

renewal certificates and declaration page(s) to the District 30 days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- a. The District, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (i) Commercial General Liability Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
    - (ii) Auto Liability Under ISO Form CA 20 48 or equivalent.
    - (iii) Excess Liability Follow Form to underlying insurance.
- b. Vendor's insurance shall be primary insurance with respect to performance of the Contract.
- c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against District, its agents, representatives, officers, officials and employees for any claims arising out of Vendor's performance under this Contract.
- d. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

## B. Required Insurance Coverage.

- 1. <u>Commercial General Liability</u>. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 2. <u>Vehicle Liability</u>. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the Vendor's performance under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District,

its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 3. <u>Professional Liability</u>. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work adjunct or residual to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. Confidential information such as the policy premium or proprietary information may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement.
- 4. <u>Workers' Compensation Insurance</u>. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in performance under this Contract and shall also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
- C. <u>Cancellation and Expiration Notice</u>. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the District.
- 3.25 <u>Applicable Law; Venue</u>. This Contract shall be governed by the laws of the State of Arizona and any suit pertaining to this Contract may be brought only in courts in Pima County, Arizona.

## 3.26 Termination; Cancellation.

- A. <u>For District's Convenience</u>. This Contract is for the convenience of the District and, as such, may be terminated without cause after receipt by Vendor of written notice by the District. Upon termination for convenience, Vendor shall be paid for all undisputed Materials delivered prior to the termination date.
- B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the District to the Vendor for the undisputed portion of its fee due as of the termination date.
- C. <u>Conflict of Interest.</u> This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The District may cancel this Contract without penalty or further obligations by the District or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the District or any of its departments is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Vendor to any other party of the Contract with respect to the subject matter of the Contract.

- D. <u>Gratuities</u>. The District may, by written notice to the Vendor, cancel this Contract if it is found by the District that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the District for the purpose of securing this Contract. In the event this Contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.
- E. Agreement Subject to Appropriation. This Contract is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Contract for payment of funds by the District shall be effective when funds are appropriated for purposes of this Contract and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Contract and the District shall keep the Vendor fully informed as to the availability of funds for the Contract. The obligation of the District to make any payment pursuant to this Contract is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board fails to appropriate money sufficient to pay the amounts as set forth in this Contract during any immediately succeeding fiscal year, this Contract shall terminate at the end of thencurrent fiscal year and the District and the Vendor shall be relieved of any subsequent obligation under this Contract.

## 3.27 Miscellaneous.

- A. <u>Independent Contractor</u>. The Vendor acknowledges and agrees that all Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the District. Vendor, its employees and Subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of Vendor, its employees or Subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. District and Vendor do not intend to nor will they combine business operations under this Contract.
- B. <u>Laws and Regulations</u>. The Vendor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Materials including, but not limited to, the following: (1) existing and future City of Tucson and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future Occupational Safety and Health Administration standards.
- C. <u>Amendments</u>. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the District and the Vendor.
- D. <u>Provisions Required by Law.</u> Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.
- E. <u>Severability</u>. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- F. <u>Entire Agreement; Interpretation; Parol Evidence.</u> This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the

provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

- G. <u>Assignment; Delegation</u>. No right or interest in this Contract shall be assigned by Vendor without prior, written permission of the District, signed by the Board Chair. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Contract by Vendor.
- H. <u>Subcontracts</u>. No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials or Services specified herein without the prior written approval of the District. The Vendor is responsible for performance under this Contract whether or not Subcontractors are used.
- I. <u>Rights and Remedies</u>. No provision in this Contract shall be construed, expressly or by implication, as waiver by the District of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the District to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the District's acceptance of and payment for Materials, shall not release the Vendor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the District to insist upon the strict performance of this Contract.
- J. <u>Attorneys' Fees</u>. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

## K. Offset.

- 1. <u>Offset for Damages</u>. In addition to all other remedies at law or equity, the District may offset from any money due to the Vendor any amounts Vendor owes to the District for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.
- 2. <u>Offset for Delinquent Fees or Taxes</u>. The District may offset from any money due to the Vendor any amounts Vendor owes to the District for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.
- L. <u>Notices and Requests</u>. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the District: Rio Nuevo Multipurpose Facilities District

400 W. Congress, Suite 152 Tucson, Arizona 85701

Attn: Fletcher McCusker, Chairman

With copy to: GUST ROSENFELD, P.L.C.

One S. Church Ave., Suite 1900 Tucson, Arizona 85701-1627 Attn: Mark Collins, Esq.

If to Vendor:		
	Attn:	

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- M. <u>Confidentiality of Records</u>. The Vendor shall establish and maintain procedures and controls that are acceptable to the District for the purpose of ensuring that information contained in its records or obtained from the District or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Contract. Persons requesting such information should be referred to the District. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Contract.
- N. <u>Conflicting Terms</u>. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Specifications/Price Sheet, any District-approved Purchase Orders, invoices and the Vendor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the District's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the District of any Purchase Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract.
- O. <u>Non-Exclusive Contract</u>. This Contract is entered into with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods and Services from another source when necessary.
- P. <u>Cooperative Purchasing.</u> Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the District, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The District assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The District shall not be responsible for any disputes arising out of transactions made by others.
  - Q. Special Provisions. None.

# EXHIBIT A TO INVITATION FOR BIDS NO. **140101**

[Specifications]

See following pages.

## **SPECIFICATIONS**

## **DIVISION 12 - FURNISHINGS**

#### 12610 FIXED AUDIENCE SEATING

#### GENERAL

#### A. SUMMARY

- (1) Scope Includes: Remove existing seats, and furnish and install fixed upholstered chairs with self-rising seat mechanisms, aisle and intermediate standards.
  - Typical applications include the following
    - i. Riser mounted chairs.
  - b. Special applications include the following
    - One-to-one replacement of existing seating product, to match existing chair quantity exactly. Approximately 4.924 chairs.
    - Reduced envelope compact front mounted armrest cup holder
    - Reuse of existing electrical wiring for new LED aisle lights
- (2) Alternates: Rio Nuevo is not required to accept the Alternates in the order they are numbered.
  - Alternate No. 1: In lieu of providing Spradling Whisper Vinyl at all upholstered locations, provide Design Tek MVP, Woven Vinyl Fabric. Color to be determined by Architect.
  - b. Alternate No. 2: In lieu of disposing of removed existing seats, furnish to Owner. Place removed seats in the North Exhibition Hall which is adjacent to the Arena on the lower level.
- (3) Bid Samples: A one chair fully functional freestanding sample representing the actual chairs for the base bid must be submitted to the Rio Nuevo District Office on bid day before 5 p.m. No substitutions to the base bid requirements may be made on this sample. It is acceptable to provide the chair sample with either the Spradling Whisper Vinyl or Design Tek MVP, Woven Vinyl Fabric in any available colors. The chair sample shall have riser mounted standards. If a bidder's sample does not meet the requirements of

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this specification, their bid shall be rejected. Bidder shall indicate which Spradling Whisper Vinyl Colors & Design Tek MVP Woven Vinyl Colors are available in order to maintain delivery schedule as described in paragraph 3.C.(3). Bidder shall submit this information with bid.

#### B. REFERENCES

- (1) American Welding society (AWS):
  - a. AWS D1.1 Structural Welding Code Steel.
  - b. AWS D1.3 Structural Welding Code Sheet Steel.
- (2) American Institute of Steel Construction (AISC):
  - AISC Design of Hot Rolled Steel Structural Members.
- (3) American National Standards Institute (ANSI).
- (4) American Iron & Steel Institute (AISI):
  - AISI Design Cold Formed Steel Structural Members.
- (5) Aluminum Association (AA):
  - a. AA Aluminum Structures, Construction Manual Series.
- (6) American Society for Testing Materials (ASTM)
  - ASTM Standard Specification for Properties of Materials.
- (7) National Forest Products Association (NFPA):
  - NFPA National Design Specification for Wood Construction.
- (8) National Bureau of Standards/Products Standard (NBS/PS):
  - a. PS1 Construction and Industrial Plywood.
- (9) Americans with Disability Act (ADA)
  - ADA Standards for Accessible Design.
- C. MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION
  - (1) Manufacturer's System Design Criteria:

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#### Seats and Backs:

- Shall exhibit moderate compound contours for supportive comfort avoiding excess anatomical pressures.
- Seat shall be semi-cantilevered, self-centering, automatic three-quarter (3/4) lift with over center retract feature, for ease of passage and janitorial access.
- Materials (Flammability) shall satisfy applicable test, codes, standards, or requirements as follows:
  - Copolymer polypropylene shall have a burn rate of 1 inch [25.4mm] or less per ASTM 635.
  - Upholstery materials shall meet requirements as set forth in the state of California Bureau of Home Furnishings Technical Bulletin 117.
  - Fire-performance Characteristics of Seat Padding: Provide seating that complies with test method: California Technical Bulletin 117
  - iv. Cushioning and padding shall be self-extinguishing as defined in the requirements as set forth in the State of California Bureau of Home Furnishings Technical Bulletin 117.

#### D. SUBMITTALS

- (1) Submittals: Submit required submittals electronically.
- (2) Shop Drawings: Indicate fixed upholstered chair seating layout. Show all equipment to be furnished with details of accessories to be supplied including necessary electrical service to be provided by others.
- (3) Samples: Seat materials and color finish as selected by Architect from manufacturers standard color finishes and specified fabrics. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer.
- (4) Installer Qualifications: Installer qualifications indicating capability, experience, and manufacturer acceptance.
- (5) Engineer Qualifications: Certification by a professional engineer registered in the state of manufacturer that the equipment to be supplied meets or exceeds the design criteria of this specification.
- (6) Owner's Manuals: Provide (3) copies of the Owner's Maintenance Manual and demonstrate operating procedures.

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(7) Warranty: Manufacturers standard five-year warranty documents.

#### E. QUALITY ASSURANCE

- (1) Welding Standards and Qualification: Comply with AWS D1.1 Structural Welding Code - Steel and AWS D1.3 Structural Welding Code - Sheet Steel.
- (2) Insurance Qualifications: Mandatory that each bidder submit with his bid an insurance certificate from the manufacturer evidencing the following insurance coverage:
  - Workers Compensation including Employers Liability with the following limits:
    - i. \$500,000.00 Each Accident
    - ii. \$500,000.00 Disease Policy Limit
    - iii. \$500,000.00 Disease Each Employee
  - Commercial General Liability including premises/ operations, independent contractors and products completed operations liability. Limits of liability shall not be less than \$2,000,000.00
- (3) Manufacturer Qualifications: Manufacturer who has 10 years of experience manufacturing spectator seating equipment.
- (4) Installer Qualifications: Engage experienced Installer who has specialized in installation of audience seating similar to types required for this project and who is acceptable to, or certified by, fixed upholstered chair seating manufacturer.
- (5) Engineer Qualifications: Engage professional licensed engineer experienced in providing engineering services of the kind indicated that have resulted in the successful installation of audience seating similar in material, design, fabrication, and extent to those types indicated for this project.
- (6) Local Service Provider: Engage experienced service provider to support local maintenance and warranty needs who is within 150 miles of the project location.

## F. DELIVERY, STORAGE AND HANDLING

(1) Deliver fixed upholstered chair seating in manufacturer's packaging clearly labeled with manufacturer's name and content.

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- (2) Handle seating equipment in a manner to prevent damage.
- (3) Deliver the seating at the scheduled time for installation (to be determined by owner) that will not interfere with other trades operating in the building or TCC scheduled events. Installer is responsible for accepting delivery. Seating will be installed in a series of phases. Installer is responsible for storing delivered products offsite as needed to accommodate phased installation.

#### G. PROJECT CONDITIONS

- (1) Field Measurements: Coordinate actual dimensions of construction affecting fixed upholstered chair seating installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. It is the Manufacturer's responsibility to obtain accurate site dimensions affecting this scope. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of work.
- (2) Seating manufacturer shall be responsible to procure, document, and submit to the owner a complete dimensional plan of the facility to support the new seating layout prior to the commencement of any work. A representative of the manufacturer must be present and part of the field survey to support this dimensional plan. Owner will provide digital plan of arena and risers for manufacturer's use, but will not be held accountable for accurate dimensions.

## H. WARRANTY

- (1) Manufacturer's Product Warranty: Submit manufacturer's standard warranty form for fixed upholstered chairs. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.
  - Warranty Period: Five years from Date of Substantial Completion.
  - b. Beneficiary: Issue warranty in legal name of project Owner.
  - Warranty Acceptance: Owner is sole authority who will determine acceptance of warranty documents.

## I. MAINTENANCE AND OPERATION

(1) Instructions: An owner's manual shall be transmitted to the Owner by the manufacturer of the seating or his representative.

12610 FIXED AUDIENCE SEATING

- (2) Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:
  - a. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
  - Periodic annual inspections and required maintenance of each seating system shall be performed according to the owner's manual to assure safe conditions.

#### PRODUCTS

#### A. FIXED SEATING

- (1) Product shall be one of the following or prior approved equal:
  - a. Spirit Series, American Seating
  - b. Quattro Classic Series, Hussey Seating
  - c. Millennium Series, Irwin Seating Company
- (2) Product Description/Criteria:
  - a. Number of Chairs: 4,924
  - b. Number of Rows: To match existing
  - c. Number of Wheelchair Locations: Meet ADA requirements
  - Number of ADA Easy Access End Standards: Meet ADA requirements
  - e. Row Spacing: To match existing conditions.
  - f. Rise: To match existing conditions

#### (3) Back:

- a. The exterior panel of the seat back shall be a wrap around injection molded plastic polymer panel with rounded top and contoured to properly support the occupant's back. The panel shall be no less than 27" in length and conceal the rear and sides of the upholstered inner panel. The panel shall extend below the rear of the seat to protect the chair occupant's back. The back shall be 33" to 34" in height, measured from finished floor to the top of the back. The pitch of the seat back shall not exceed the angle of the existing chair.
- b. The inner contoured back panel should be constructed of plywood or polypropylene deep web reinforcing. Plywood must be a minimum of 7/16" thick. Inner panel shall have a 2" polyurethane molded pad, meeting Cal TB-117 and ASTM D3574-05 specifications. Pad shall be non-hardening, and

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- non-oxidizing. It shall resist acids, alkalis, oils, greases, soaps, abrasions, moisture, mildew and tearing.
- Pad shall be upholstered with Spradling Whisper Vinyl and have a horizontal pleat. Color to be determined by architect.
- d. The wings for the attachment of the back to the seat standards shall not be less than 14 ga. steel and will be attached via concealed fasteners. There shall be no exposed fasteners above the seat. It shall be possible to remove the back assembly from the standards without disturbing the standards.
- e. The back must withstand testing standards held by American Seating, Hussey Seating, or Irwin Seating.

#### (4) Seat:

- a. The seat shall contain a bottom shell constructed of injection molded plastic polymer. The cover shall protect the mechanical parts of the seating lifting hinge and upholstered seat pad. The seat bottom and back exterior panel shall be matching in material and color.
- b. The seat shall contain a lifting mechanism allowing the seat structure to retract to a ¾ lift when not occupied and with over center retract feature. Lifting mechanism shall use lubricated lifting springs to provide whisper quiet fail-safe operation. Seats shall be certified to withstand a minimum of 300,000 lifting cycles and a 600 lb. static load with-out failure.

## (5) Standards:

- a. Standards shall be cast aluminum, AA380 grade or cast iron, Class 25 gray irons and meeting ASTM A48-64. All cast iron parts to be provided with an epoxy powder coat over a primer coat in manufacturer's standard colors. Color to be selected by Architect.
- Standards shall be riser mounted and provide a consistent seat to height floor with all other installed seating.
- c. End standards to open without paneling.

## (6) Armrest:

a. Armrests shall be of injection molded plastic polymer, Armrest to be secured to standard with concealed fasteners. Armrests shall have an integral molded front cup holder. Cup holder to have a thickened and round edge. Edge to have a minimum thickness of 1/8". Armrest and cup holder shall have a reduced envelope to accommodate the existing

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compact row to row spacing. The length of the armrest shall still be maximized within the limits of the existing row to row spacing and the required egress width.

## (7) Finishes

- All cast iron and steel parts to be provided with an epoxy powder coat over a primer coat in manufacturer's standard colors.
- All aluminum parts to be pretreated in an iron phosphate wash system prior to finish application. Finish shall be a specially blended polyester epoxy powder coating.
- Injection molded plastic polymers shall be pigmented, in of the manufacturer's standard colors and have a textured surface
- Vinyl shall be Spradling Whisper polyester vinyl, Class I or Alternate: Design Tek MVP woven vinyl fabric. Refer to attachments A and B for fabric specifications.
- e. All finish color selections to be submitted with color samples for architect's approval prior to manufacture.

#### (8) Fastenings:

## a. Chair Assembly

- All welds shall be made at the factory by welders that are certified on the equipment and process used.
- All structural connections shall be made with S.A.E. stress-rated zinc-plated or black oxide steel bolts, washers and nuts.

## b. Concrete Riser Attachment

- Chair stanchions shall each be attached by means of two 3/8"[10mm] threaded rods secured into concrete with a fast curing acrylic adhesive. Adhesive and rods are set in holes drilled to a minimum depth of 2 1/2"[64mm] in the concrete.
- Threaded rods shall be of approved type with zinc-plate finish or made of stainless steel to suit environmental conditions.
- Acrylic Adhesive shall be in conformance with ASTM Type IV, Grade 3, and covered by ICBO evaluation.
- Stanchion to be placed on the bolts, stanchions to be permanently secured with a flat washer, lock washer and nut.

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v. Refer to Attachment C. The Owner has performed testing on the existing concrete risers and seating anchor bolts. It will still be the responsibility of the manufacturer to complete necessary testing prior to manufacturing and installation of chairs to determine if the existing concrete is adequate to accommodate a riser mounted chair.

#### (9) Accessories:

- a. Easy Access Armrests: Armrests shall hinge on end standards to allow easy access for disabled patrons. Swing up end arms shall be provided for one percent of the fixed seating capacity to meet the Americans with Disabilities Act. Each accessible chair shall include the universal handicap symbol on the end aisle standard for clear identification.
- Seat Identification Plate: Black text on an aluminum plate.
   Plate shall be fitted in a vandal resistant recess of the seat shell and secured by means of two mechanical fasteners.
- Row Identification Plate: Black text on an aluminum plate.
   Plate shall be fitted in a vandal resistant recess of the end standard, aisle light, or armrest
- d. Aisle Lights: LED Aisle lights to be located on aisle end standards with cover as an integral part of the chair end standard. Quantity and location of aisle lights to be determined by existing aisle lighting locations. Transformer system to be provided by seating manufacturer. Each LED aisle light shall include a transformer and at least 6' of wiring extended through the existing wiring hole in the floor for the Owner's electrical subcontractor to reconnect to the existing junction box.
- e. Spare Parts: Provide for an attic stock from the same production run as the installed seating including the following materials:
  - 2% of each size seat and back assemblies based upon the total installed quantities.
  - ii. 100 yards of uncut upholstery fabric from the same production lot as the installed seating.

#### B. MATERIALS

(1) Cast Aluminum: AA - 380

(2) Steel Tubing: ASTM A513

(3) Steel Sheet/Coil: ASTM A607

(4) Mechanical or Adhesive Concrete Anchors: SAE grade 2

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- (5) Concealed Plywood: Engineered Wood Association PS1-95 2000: Poplar
- (6) Exposed Plywood: Hardwood Plywood ANSI/HPVA-1 2000: Birch
- (7) Medium Density Fiberboard: ANSI A208-2-1986
- (8) Polyurethane Foam Padding: ASTM D-3574
- (9) Molded plastic: Injection Molded copolymer polypropylene or nylon 6/6.

#### 3. EXECUTION

#### A. DEMOLITION

- (1) Remove existing fixed seats. Remove existing anchors not intended for re-use. Patch and repair holes to match adjacent.
- (2) Dispose of existing seats.

## B. EXAMINATION

- (1) Verification of Conditions: Verify areas to receive fixed upholstered chair seating are free of impediments interfering with installation and the condition of the installed substrates is acceptable to receive audience seats in accordance with seating manufacturer's recommendations. Do not commence installation until conditions are satisfactory.
- (2) Seating Plan Verification: Contractor is responsible to verify all existing conditions and measurements for the Seating Plan, Attachment D.

## C. INSTALLATION

- (1) Manufacturer's Recommendations: Comply with seating manufacturer's recommendations for product installation requirements.
- (2) General: Install fixed upholstered chair system in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of seating and for permanent attachment to adjoining construction.

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- (3) Installation shall be scheduled around the TCC Event Schedule and TCC Arena Renovations Project. Owner shall allocate a minimum of (3) non-consecutive 14 day periods to complete the installation without any events scheduled. Refer to Attachment E for the TCC Event Schedule. Timeframe for installing seats shall be determined by Owner and coordinated with other work. Manufacturer must be ready for installation of one-third of the seats to begin as early as May 23rd, 2014.
- (4) Connection of seating aisle lights to existing electrical wiring to be done by Owner.
- (5) Installation to be coordinated and phased with General Contractor and additional work occurring within the arena.
- (6) Any seating removed must be replaced with new prior to the next arena event.

#### D. ADJUSTMENT AND CLEANING

- (1) Adjustment: After installation completion, all equipment is to be adjusted for smooth and proper operation.
- (2) Cleaning: Clean work area and remove debris from site.

## E. PROTECTION

(1) General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure audience seats are without damage or deterioration at time of substantial completion.

END OF SECTION END OF DIVISION

12610 FIXED AUDIENCE SEATING

# Attachment A



CONFIDENTIAL PROPERTY OF SPRADLING INTERNATIONAL INC.

DATE: APRIL 30<sup>TH</sup> 2013
Rev. 03

## COMMERCIAL SPECIFICATION USA NAME: WHISPER

PRODUCT LINES	215				
BUSINESS UNIT	Contract				
GENERAL					
TOTAL WEIGHT - OZ./ LIN. YD (+/-10%)	27				
WIDTH - IN. (Min.)	54				
OVER ALL GAUGE- Mils (+/-10%)	a pro-	45			
EMBOSSING		Delfin			
SUBSTRATE					
TYPE		Polyester			
DESCRIPTION	1000	Hi-Loft*			
WEIGHT - OZ. / LIN. YD (+/-10%)		5.7			
MISCELLANEOUS					
BACTERIAL RESISTANCE (AATCC TM 147)	77.00.58.01	Passes			
MILDEW RESISTANCE (ASTM G21)		No Growth (NG)			
ANTI-STATIC (ASTM D-257)	V-12-12-1	Passes			
SULFIDE STAINING (FISHER BODY TM 31-12)		Passes			
TOPCOAT		Napa			
FLAME RETARDANCY					
FMVSS 302		Passes			
CALIFORNIA TECH. BULLETIN 117 - Section E		Passes			
UFAC Fabric - Class I	700	Passes			
NFPA 260 - Cover Fabric - Class I		Passes			
IMO FTP 2010 Code MSC.307(88), Part 8, 3.1 &	3.2	Passes			
TENSILE STRENGTH - CFFA 17 / ASTM D		, 40000			
	Warp	121			
POUNDS (MIN.)	Fill	72			
ELONGATION AT BREAK - CFFA 17 / AST		12			
	Warp	67			
% (AVE.)	Fill	159			
TEAR STRENGTH - TRAPEZOID METHOD	11.00				
	Warp	18			
POUNDS (MIN.)	Fill	18			
STITCHING STRENGTH - DIN 54301		10			
	Warp	12			
POUNDS (MIN.)	Fill	8.6			
ADHESION - CFFA 3 / ASTM D-751	1	0.0			
A	Warp	3.3			
POUNDS / IN. (MIN.)	Fill	3.3			
ABRASION RESISTANCE - CFFA 1-a / AST	1	5.5			
WYZENBEEK - #10 COTTON		100,000 cycles No appreciable wear			
ACCELERATED LIGHT AGING	. 5001	100,000 cycles 140 appreciable wear			
XENOTEST: AATCC TM 16-3 / NTC 1479 / C	CEEA.2 a1 - Blue Wool	Cal≥7 1,000 Hours = Passes			
CROCKING RESISTANCE - CFFA 7 / AATO		Cdie7 1,000 Flours = F asses			
WET / DRY	Excellent				
COLD CRACK - CFFA 6-a		Excellent			
		D===== 20 °F			
ROLLER METHOD	ACTM DODGE	Passes -20 °F			
FLEX RESISTANCE - NEWARK - CFFA 10	30,000 cycles = Passes				
BLOCKING - CFFA 4	No.1 - No Blocking ; No Adhesion				

Note. The data correspond to minimum results of the statistical analysis. The information included in this specification is subject to change

I-LAB-029 Revision No. 15

## Attachment B

## Performance Information

Easy to clean, extremely durable, colorfast, stain and dust resistant.

Abrasion 600,000 Double Rubs with a wire screen abradant

Tensile Strength 350 lbs  $\times$  350 lbs . Tongue Tear 45.5 lbs  $\times$  does not tear

Seam Slippage 64 lbs x 106 lbs

Dimensional Stability No change after repeated flexing

Stretch 24% x 19%

Flammability ASTM E-84 Class A unadhered/adhered applications

Flammability NFPA 701-96 Test Method #1 Pass (Phone Booth Test)

Flammability California TB 117 Sec.E Class 1 (Pass)

Lightfastness 800 hours - no change

Crocking Class 5

Pilling Class 5 - no Pilling
Mildew Resistance Will not Mildew

Mildew Resistance Will not Mild Cleaning Code W

Warranty 6 years

Pattern/Style# Content Approximate Repeat Width M.V.P. 1401 100% Lytyn® F.R. 54" none Play Ball 1402 100% Lytyn® F.R. 54" none Time Out 1403 100% Lytyn® F.R. 54" none

These fabrics far exceed the following ACT performance standards for UPHOLSTERY:

# W \* >

## Attachment C

# **Conforma**TECH

25 October 2013 CTEC Project No. 13-3967

Elaine Weaver City of Tucson Architecture and Engineering 4004 South Park Ave TOPSC Building #2 Tucson, Arizona 85714

te: Non-Destructive Testing
Existing Concrete in Seating Area
Tucson Convention Center
260 South Church Avenue
Tucson, Arizona

In accordance with your request and authorization, ConformaTech, Inc. (CTEC) has completed a series of non-destructive tests on the existing concrete in the seating areas of the Tucson Convention Center (TCC). The purpose of this testing was to determine information about the strength of the existing concrete.

CTEC performed rebound hammer testing of the concrete in the seating area on the floor. No testing was done on the riser portion of the concrete. Two locations from each section were selected for testing for a total of fifty locations. A Sclerometro Meccanico, model number CT-320A, rebound hammer was used. The results of this testing are attached.

The lowest reading from the testing was approximately 6000 psi in section 206, row S, seat 10. The chart provided by the manufacture for determining strength to rebound correlation stops at a rebound of 48 and correlated compressive strength of 8500 psi. Numerous tests achieved a rebound reading of higher then 48. The average rebound reading was 49.7. This correlates to a compressive strength of 8500 psi.

The manufacture of the hammer notes, that in there experience, "old and hard cements have a surface which is harder that the interior and they give rebound impact readings which are higher then they should be".

ConformaTech, Inc. 1425 East Apache Park Place Tucson, AZ 85714 Tel (520) 573 – 2045 Fax (520) 573 – 0528

**Conforma**TECH

CERTIFICAZE 12561 CLYDE L. PRETTI

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Non-Destructive Testing Existing Concrete in Seating Area **Tucson Convention Center** 260 South Church Avenue Tucson, Arizona CTEC Job No. 13-3967 25 October 2013 Page 2

Additionally, twelve locations had pull testing performed on the existing 3/8" riser mounted anchors. The pull testing was performed by Canyon State Inspection and the results are attached. The existing anchors appeared to be wedge or expansion anchors but where not removed to verify. Some of these anchors where loose prior to testing. Eight locations were capable of being pulled to 6000 lbs. In four locations existing loose bolts were not capable of achieving 6000lbs pull out strength.

These results are not intended for structural design and do not relieve the contractor of his responsibility to field verify the actual existing conditions of the concrete. The rebound hammer results should be correlated to actual compressive strength of the existing concrete to determine how much affect the old/hard concrete has on the rebound test results.

If you have any questions regarding this information or if we may be any further assistance to you, please do not hesitate to contact us.

Respectfully Submitted, ConformaTech, Inc.

Mar 11/2 Brian M. Lasham Materials Unit Manager

Copies: Client (1)

File (1)

Reviewed by:

Clyde L. Prettl, P.E.

Geotechnical Engineer

Registration Expires 12/31/2015

NOTICE
This is an electronic copy of a final document. The sealed original document is at ConformaTECH, Inc. with Clyde L. Pretti Arizona Professional Engineer Number 12581.

# **Conforma**TECH

Non-Destructive Testing Existing Concrete in Seating Area Tucson Convention Center 260 South Church Avenue Tucson, Arizona CTEC Job No. 13-3967 25 October 2013 Page 3

Table 1 Rebound Hammer Test Results							
Section	Row	Seat	Test 1	Test 2	Test 3	Avg	Correlated Value
201	N	9	51	50	52	51.0	8500 (see note below)
201	F	3	46	46	46	46.0	8000 (see note below)
202	L	5	44	46	48	46.0	8000 (see note below)
202	В	11	47	49	50	48.7	8500 (see note below)
203	D	7	50	52	50	50.7	8500 (see note below)
203	J	13	46	46	44	45.3	7750 (see note below)
204	Α	10	49	50	50	49.7	8500 (see note below)
204	M	4	52	50	51	51.0	8500 (see note below)
205	R	2	54	54	52	53.3	8500 (see note below)
205	G	6	52	54	52	52.7	8500 (see note below)
206	S	10	40	38	38	38.7	6000 (see note below)
206	Е	8	48	49	50	49.0	8500 (see note below)
207	С	12	50	52	50	50.7	8500 (see note below)
207	Р	8	50	51	52	51.0	8500 (see note below)
208	Н	3	48	48	47	47.7	8250 (see note below)
208	N	4	46	48	49	47.7	8250 (see note below)
209	Т	7	46	44	45	45.0	7750 (see note below)
209	К	5	48	46	44	46.0	8000 (see note below)
210	Р	6	52	52	54	52.7	8500 (see note below)
210	J	8	48	50	50	49.3	8500 (see note below)
211	L	9	51	50	48	49.7	8500 (see note below)
211	R	4	48	48	50	48.7	8500 (see note below)

<sup>\*</sup> The manufacture of the hammer notes, that in there experience, "old and hard cements have a surface which is harder that the interior and they give rebound impact readings which are higher then they should be".

# **Conforma**TECH

Non-Destructive Testing Existing Concrete in Seating Area Tucson Convention Center 260 South Church Avenue Tucson, Arizona CTEC Job No. 13-3967 25 October 2013 Page 4

Table 1 Rebound Hammer Test Results							
Section	Row	Seat	Test 1	Test 2	Test 3	Avg	Correlated Value
212	Р	12	46	44	45	45.0	7750 (see note below)
212	E	8	48	50	50	49.3	8500 (see note below)
213	Α	6	52	50	52	51.3	8500 (see note below)
213	J	10	54	56	54	54.7	8500 (see note below)
214	В	3	50	50	50	50.0	8500 (see note below)
214	L	11	50	52	52	51.3	8500 (see note below)
215	К	3	54	54	56	54.7	8500 (see note below)
215	R	7	50	54	50	51.3	8500 (see note below)
216	R	7	50	52	48	50.0	8500 (see note below)
216	Н	5	46	47	47	46.7	8000 (see note below)
217	J	4	52	48	50	50.0	8500 (see note below)
217	N	2	49	50	49	49.3	8500 (see note below)
218	K	6	52	52	48	50.7	8500 (see note below)
218	R	3	47	48	49	48.0	8500 (see note below)
219	J	12	47	48	50	48.3	8500 (see note below)
219	D	8	52	52	53	52.3	8500 (see note below)
220	В	9	50	52	50	50.7	8500 (see note below)
220	К	6	52	52	52	52.0	8500 (see note below)
221	М	10	46	50	48	48.0	8500 (see note below)
221	Е	11	52	50	54	52.0	8500 (see note below)
222	L	3	50	52	50	50.7	8500 (see note below)

<sup>\*</sup> The manufacture of the hammer notes, that in there experience, "old and hard cements have a surface which is harder that the interior and they give rebound impact readings which are higher then they should be".

Non-Destructive Testing
Existing Concrete in Seating Area
Tucson Convention Center
260 South Church Avenue
Tucson, Arizona
CTEC Job No. 13-3967
25 October 2013
Page 5

# **Conforma**TECH

Table 1 Rebound Hammer Test Results							
Section	Row	Seat	Test 1	Test 2	Test 3	Avg	Correlated Value
222	С	5	52	52	54	52.7	8500 (see note below)
223	В	7	54	56	56	55.3	8500 (see note below)
223	D	13	48	50	50	49.3	8500 (see note below)
224	F	4	54	56	56	55.3	8500 (see note below)
224	N	11	46	48	44	46.0	8000 (see note below)
225	E	7	50	48	50	49.3	8500 (see note below)
225	R	3	50	50	50	50.0	8500 (see note below)

<sup>\*</sup> The manufacture of the hammer notes, that in there experience, "old and hard cements have a surface which is harder that the interior and they give rebound impact readings which are higher then they should be".



JOB NUMBER: GT13547 P. O. # TCC Arena seating Date: 10-18-13 Report # 02 Page: 1 of 02

Client: Conformatech

Attention: Q.A. Manager - Brian Lasham

#### PULL TESTING PER CUSTOMER REQUEST.

In accordance with your request, Canyon State Inspection performed pull testing at the  $\underline{\text{TCC Arena Seating}}$ . Listed below are the results of our testing:

#### FINAL REPORT

Tested By: R. Gonzales Remarks: All noted below did	I not pass pull testing to	6000#	Date: 10-18-13	3
Area	Quantity	ACCEPT	REJECT	REMARKS
Sec 210 Seat N - 5- 6	01	- Corde V	X	Pulled out 3/8" did not achieve
				6000# before failure
Sec 212 Seat D - 7 - 8	01	48577	X	Pulled out 1/4" did not achieve
				6000#
Sec 214 Seat L - 11 - 12	01		x	Anchor loose pulled out 3/4"
				6000# not achieved
Sec 218 Seat R - 3 - 4	01		X	Pulled out 1/2" 6000#
				6000 not achieved

Reviewed by:

Copies to client: (2)

103 South Southgate • Chandler, Arizona 85226-3222 • (480) 783-7100 • Fax (480) 783-7183 3625 East Ajo Way • Tucson, Arizona 85713 • (520) 745-3672 • Fax (520) 745-8608



JOB NUMBER: GT13547 P. O. # TCC Arena seating Date: 10-18-13

Date: 10-18-13 Report # 02 Page: 2 of 02

Client: Conformatech

Attention: Q.A. Manager - Brian Lasham

### PULL TESTING PER CUSTOMER REQUEST.

In accordance with your request, Canyon State Inspection performed pull testing at the  $\underline{\text{TCC Arena Seating}}$ . Listed below are the results of our testing:

#### **FINAL REPORT**

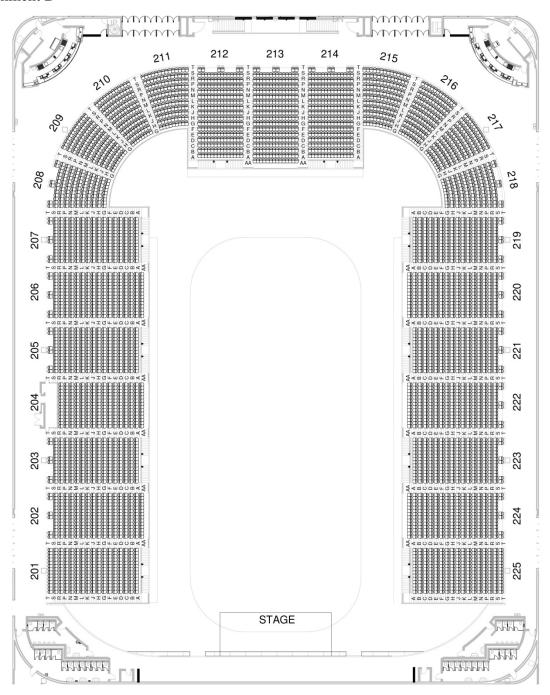
Tested By: R. Gonzales  Remarks: All noted below are	acceptable to 6000# pu	ull testing	Date: 10-18-13	
Area	Quantity	ACCEPT	REJECT	REMARKS
Sec 201 Seat J - 1-2	01	01		pull to 6000# acceptable
Sec 204 Seat E - 13-14	01	01		pull to 6000# acceptable
Sec 206 Seat S - 11-12	01	01		pull to 6000# acceptable
Sec 208 Seat H - 8-9	01	01		pull to 6000# acceptable
Sec 210 Seat H - 5-6	01	01		pull to 6000# acceptable
Sec 220 Seat K - 6-7	01	01		pull to 6000# acceptable
Sec 223 Seat D - 13-14	01	01		pull to 6000# acceptable
Sec 224 Seat N - 11-12	01	01		pull to 6000# acceptable

Reviewed by:/

Copies to client: (2)

103 South Southgate • Chandler, Arizona 85226-3222 • (480) 783-7100 • Fax (480) 783-7183 3625 East Ajo Way • Tucson, Arizona 85713 • (520) 745-3672 • Fax (520) 745-8608

## Attachment D



**SEATING PLAN** 



## Attachment E

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OTHER CONSIDERATIONS:
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## EXHIBIT B TO INVITATION FOR BIDS NO. **140101**

[Licenses]

See following page.

LICENSE
Attach a copy of your Business License* to your bid submittal.
* Business License must be either a City of Tucson Privilege Tax Business License or a

<sup>\*</sup> Business License must be either a City of Tucson Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

# EXHIBIT C TO INVITATION FOR BIDS NO. **140101**

[References]

See following page.

CAS:akr 613513.2 1/6/2014

#### **REFERENCES**

Provide the following information for three clients for whom Bidder has provided Services of similar size and

		These references will be checked. Please ensure all information is accurate and curate and suitable references will result in disqualification.
1.	Company: Address City/State/Zip Code Contact: Telephone Number: Date of Contract Initiation: Date of Contract Expiration: Final Contract Cost:  Material Description:	
2.	Company: Address City/State/Zip Code Contact: Telephone Number: Date of Contract Initiation: Date of Contract Expiration: Final Contract Cost:  Material Description:	
3.	Company: Address City/State/Zip Code Contact: Telephone Number: Date of Contract Initiation: Date of Contract Expiration: Final Contract Cost:  Material Description:	

CAS:akr 613513.2 1/6/2014

### EXHIBIT D TO INVITATION FOR BIDS NO. **140101**

[Acknowledgement of Addenda Received, if any]

See following page(s).

CAS:akr 613513.2 1/6/2014

## EXHIBIT E TO INVITATION FOR BIDS NO. **140101**

[Purchase Orders]

See following pages (to be attached subsequent to execution).