



## INVITATION FOR BIDS

### SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number: **RN2016-07-01**

Project Number: **1604**

Solicitation Title: **RIO NUEVO GREYHOUND BUS STATION  
CONSTRUCTION CONTRACT**

Project Site: **801 East 12<sup>th</sup> Street, Tucson, Arizona 85719**

Advertisement Dates: **July 1, 2016 and July 8, 2016**

**NON-MANDATORY**  
Prospective Bidders' Conference: **July 11, 2016  
3:30 p.m. (local-time, Tucson, Arizona)  
Swaim Associates, Ltd.  
7350 E. Speedway Blvd, Suite 210  
Tucson, AZ 85710**

Where to Obtain: **Reproductions, Inc.      Limit one set of documents  
234 E. 6th St.      per contractor  
Tucson, AZ 85705      \$100 refundable deposit required  
(520) 798-3278**

Final Date for Inquiries: **July 22, 2016**

Bid Deadline: **July 29, 2016  
3:00 p.m. (local-time, Tucson, Arizona)**

Bid Opening: **July 29, 2016  
Swaim Associates, Ltd.  
7350 E. Speedway Blvd, Suite 210  
Tucson, AZ 85710  
3:00 p.m. (local-time, Tucson, Arizona)**

District Representative and  
Technical Questions: **Michael Becherer      [mbecherer@swaimaia.com](mailto:mbecherer@swaimaia.com)  
520-326-3700**

Deliver Bid to: **Swaim Associates, Ltd.  
7350 E. Speedway Blvd, Suite 210  
Tucson, AZ 85710**

Procurement Administrator: **Michele Bettini, [micheleb@rionuevo-tucson.org](mailto:micheleb@rionuevo-tucson.org)**

District Chairman: **Fletcher McCusker, [fjmccusker@sinfoniahealth.com](mailto:fjmccusker@sinfoniahealth.com)**

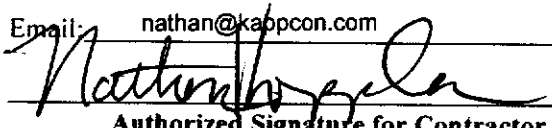
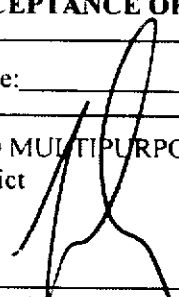

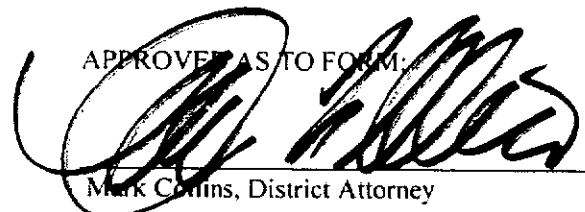
In accordance with the Rio Nuevo Multipurpose Facility District ("District") Procurement Code, competitive sealed Bids for the services specified herein will be received by the Procurement Administrator at the District Office at the above-referenced location until the date and time referenced above (the "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 Procurement Administrator 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.

\*\*The District reserves the right to reject any and all bids.

### 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) Privilege Tax License Number: <u>20497187</u>			For Clarification of this Bid contact:		
Federal Employer Identification Number: <u>27-0777643</u>			Name: <u>Nathan Kappler</u>		
Kappcon Incorporated			Telephone: <u>520-292-2225</u>		
Contractor Name			Facsimile: <u>520-292-2227</u>		
<u>4847 N Daisy Dawn Place Suite 101</u>			Email: <u>nathan@kappcon.com</u>		
Address					
Tucson AZ 85705			Authorized Signature for Contractor		
City State Zip Code			Nathan Kappler		
			Printed Name		
			President		
			Title		
<b>ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR DISTRICT USE ONLY)</b>					
Effective Date: <u>                    </u>		Contract No. <u>                    </u>		Official File: <u>                    </u>	
RIO NUEVO MULTIPURPOSE FACILITY DISTRICT, an Arizona Multipurpose Facility District					
					
Fletcher McCusker, Chairman					
ATTEST:					
					
Michele Bettini, District Clerk					
APPROVED AS TO FORM:					
					
Mark Collins, District Attorney					

## ARTICLE I – DEFINITIONS

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

- 1.1 “Architect” means the District Architect or authorized designee.
- 1.2 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.
- 1.3 “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.
- 1.4 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.
- 1.5 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.
- 1.6 “City” means the City of Tucson, Arizona.
- 1.7 “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.
- 1.8 “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 Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (vii) the Certificate of Completion and (viii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of this Contract only if they are accepted by the District in writing on the Price Sheet.
- 1.9 “Contractor” 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.
- 1.10 “Contract Time” means the time period during which the Contractor must complete all of the Work related to the Project.
- 1.11 “Days” means calendar days unless otherwise specified.
- 1.12 “District Representative” means the District employee who has specifically been designated to act as a contact person to the District’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under this Contract and for providing information regarding details pertaining to the Work.
- 1.13 “Final Completion” shall be defined as set forth in Section 3.17 and shall occur not later than 30 Days from the date of Substantial Completion unless otherwise designated by the Architect and subject to modification by changes in the Work as provided in Section 3.15 below.
- 1.14 “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

1.28 "Vendor" means any firms, entities or individuals desiring to prepare a responsive Bid in response to this Invitation for Bids.

1.29 "Work" means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the construction required by this Contract.

## ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of the construction of a Greyhound bus station and all off-site and on-site construction to be done in conjunction therewith. The District is issuing this IFB to secure a qualified General Contractor to perform the Work and provide Materials as more particularly described in the Specifications attached hereto as Exhibit A, and incorporated herein by reference. Bidders must submit Bids encompassing the entire Project, inclusive of the related Plans and/or Construction Drawings. Failure to do so may result in a determination that the Bid is non-responsive. Section 01230 of the Specifications lists four separate alternates for this Project. Your bid for each alternate should be reflected on the Price Sheet, Exhibit C.

2.2 Amendment of IFB. Except as set forth in Section 3.56 below, 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 Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Project specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. 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 Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the District in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications 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. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications.

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. Addenda. 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:

Reproductions, Inc.  
234 E. 6th St.  
Tucson, AZ 85705

Rio Nuevo Multipurpose Facilities District website at <http://rionuevo.org/>

C. Approval of Substitutions. 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 Substitution/Equal Request in the form attached hereto as Exhibit B, 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 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. Use of Equals. When the 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 Architect 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 Architect. No "equal" will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B, has been received by the District Representative at least ten days prior to the Bid Deadline. The request shall include the name of the material or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for evaluation of the 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. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or 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 Work under this Contract. The selected Contractor agrees that the District shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. Contractor is responsible for ensuring that all Materials contained in the Plans for the project are bid on the Price Sheet. Contractor shall bring any potential discrepancy between the Plans and the Price Sheet to the District's attention, either at the Prospective Bidders' Conference or by written inquiry, as set forth in Subsection 2.4(A) above. If any error, omission or misstatement is found to occur, the same shall not (1) invalidate this Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of

2.13 Confidential Information. 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 Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the District Attorney and shall determine in writing whether the information shall be withheld. If the District Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. 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 District Financial Services Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit E 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 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar commercial projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit C. Total bid price does not include any District allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit F and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the District's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The District's Representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within three (3) business days (or as specified) to assist the District in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. 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 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 this provision, the District shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. 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.

3.2 Plans and Specifications to Successful Contractor. The successful Contractor may obtain one set of Plans and Specifications for this Project from the Architect at no cost.

3.3 Contract Time. The Contract Time for this Project shall be five (5) months from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time.

3.4 Pre-Construction Conference. Within 15 days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The District will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at, or prior to, the pre-construction conference, each of which is subject to review and approval by the Architect:

A. Key Personnel; Subcontractors. A list of the names and emergency telephone numbers of all proposed key personnel, Subcontractors and suppliers that the Contractor intends to utilize on the Project, in the form attached hereto as Exhibit H and incorporated herein by reference. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, construction engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the District's representative. Proposed Subcontractors shall be qualified and have the requisite professional or technical licenses and be licensed to do business in the State of Arizona. The list shall include such information on the professional background of each of the assigned key individuals as may be requested by the District Representative. Such key personnel and Subcontractors shall be satisfactory to the Architect and shall not be changed except with the consent of the Architect. Additionally, the Architect shall have the right to request that the Contractor personnel and Subcontractors be removed from the Project if, in the Architect's sole discretion, such personnel or Subcontractor(s) are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel or Subcontractor(s) unless the Contractor can provide the District with sufficient documentation to prove it is commercially impractical to replace the personnel or Subcontractor(s) with substitute personnel possessing similar qualifications. The Architect's approval of substituted personnel or Subcontractor(s) shall not be unreasonably withheld.

B. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of the major items of Work.

C. Payment Schedule. A payment schedule showing the estimated dollar volume of Work for each calendar month during the life of the Project.

D. Traffic Control. A written proposal, prepared by an individual who is IMSA or ATSSA certified, outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

E. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the District for review.

3.5 Notice to Proceed. Within 15 days of the issuance of the Notice of Award the District may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time

implement said precautions and programs. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the Project, (B) the Work and materials and (C) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor's responsibility that all of the Work and any Work incidental thereto conforms to, and is performed in accordance with, all applicable Federal, State, County and City laws, codes, ordinances, regulations (including National Pollutant Discharge Elimination System and air pollution standards) and orders of public authorities bearing on performance of the Work.

3.10 Traffic Regulations. All traffic affected by the Work under this Contract shall be regulated in accordance with the then-current version of the *Manual on Uniform Traffic Control Devices ("MUTCD")*, the *2015 Additions by the City of Tucson to the MUTCD, for Temporary Traffic Control*, *City of Tucson Barricade Ordinance 10140*, and the *City of Tucson, AZ Code of Ordinances Ch. 25, Streets and Sidewalks* (collectively the "Traffic Control Manual") which is incorporated herein by reference; provided, however, that this Contract shall govern in a conflict with the terms of the Traffic Control Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the Contractor will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

A. Traffic Control Devices. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Traffic Control Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and obstructions shall be illuminated at night, and all safety lights shall be illuminated from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of this Contract.

B. Existing Signs. The Contractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Architect, in writing, at least 48 hours in advance for City personnel to temporarily relocate or cover said signs. The Architect will direct the Contractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Contractor that the interfering construction is complete.

C. Manual Traffic Control. Manual traffic control shall be in conformity with the Traffic Control Manual, except that the designated liaison officer shall be contacted at the Tucson Police Department. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Tucson Police Department.

D. Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed Tucson officer to assist with spotting.



3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the District, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor'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. Claims Made. 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. Waiver. 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 Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. 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. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement with its Subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the District and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. 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

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. Professional Liability. 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.

4. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services 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.

5. Builder's Risk Insurance. Unless expressly waived by the District Chairman in a written addendum or amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the District, the Contractor, the Contractor's Subcontractors and subsubcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the District.

3.13 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Contract in the amount of one hundred percent (100%) of the total Contract Price payable to the District. Performance security shall be in the form of a performance bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Procurement Administrator within seven days after execution of this Agreement by the District. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the District. In case of default the District reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the District and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.14 Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any Subcontractor for the performance of any Work related to this Contract. Payment security shall be in the amount of one hundred percent (100%) of the total Contract Price and be payable to the District. Payment security shall be in the form of a payment bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Procurement Administrator within seven days after execution of this Agreement by the District. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the District. In case of default the District reserves all rights. All payment bonds shall be

document deliverables, (F) submittal, acceptance, and delivery of the one hundred percent (100%) complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all prerequisites for final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the Architect shall issue a Certificate of Final Completion to the Contractor on behalf of the District. Following receipt of payment from the District, the Contractor shall make all payments due to the Subcontractors.

3.18 Payments to Contractor. Payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Contractor expressly acknowledges and agrees that (A) the Contract Price is an estimated amount based upon an engineer's estimate of the quantities of the Materials deemed necessary to perform the Work and (B) the amount of any payment to be made pursuant to this Contract shall be determined by the field-measured quantities of Materials actually installed by Contractor. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the Work until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the District or evidence thereof of any Work performed.

A. Progress Payments.

1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the District an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the District. The application shall be deemed approved and certified for payment seven days after it is submitted unless before that time the District prepares and issues a specific written finding setting forth those items in detail that are not approved for payment under this Contract. Prior to submission of the next application for payment, the Contractor shall make available at the request of the District a statement accounting for the disbursement of funds received under the previous application for purposes of audit, as well as unconditional lien waivers from Contractor, each subcontractor and supplier. The extent of such statement shall be as agreed upon between the District and Contractor.

2. Within 14 days after approval of each monthly application for payment, the District shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the District, (b) sufficient to pay expenses the District reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in subsection 3.18(B) below.

3. The District's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

4. Upon Substantial Completion of the Work, the District shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the District and the Contractor as to extent and time for Final Completion. The District thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

B. Retainage. With respect to the Work, the District shall retain ten percent (10%) of the amount of each estimate until Final Completion and acceptance of all Material, equipment and Work covered by this Contract. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the District. The District shall be listed as payee or multiple payees with Contractor on all such securities.

g. Claims previously made in writing and which remain unsettled.

3. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.

F. Warranty. Contractor or its assignee shall give to the District a two-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the District Architect, which warranty shall begin on the date that the District accepts the Work as provided in this Section. Any material deficiencies in material or workmanship identified by District staff during the two-year warranty period shall be brought to the attention of the Contractor or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the District Architect. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the District to require (1) an extension of the warranty for an additional one-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by Contractor's construction activities on the Property. Nothing contained herein shall prevent the District or Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

#### 3.19 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the District may offset from any money due to the Contractor any amounts Contractor owes to the District for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

B. Offset for Delinquent Fees or Taxes. The District may offset from any money due to the Contractor any amounts Contractor owes to the District for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

### PART B - PERFORMANCE OF THE WORK

3.20 Project Videotape. The Contractor shall produce and provide a project videotape to the Architect. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.

3.21 Soil and Subsurface Conditions. In addition to conformance to PAG Specifications, Section 102-7 (Examination of Plans, Specifications, and Site of Work) and Exhibit A, Specifications, Section 31 20 01 (Geotechnical Evaluation), the Contractor shall make its own determinations as to the soil and subsurface conditions, including rock, caliche and ground water and shall complete the Work in whatever material and under whatever conditions may be encountered or created, without extra cost to the District, except pursuant to the provisions of the PAG Specifications Section 104-2.02.

3.22 Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Architect with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Architect and approved by the Architect, in his sole and absolute discretion, providing for commencement and completion of the Work (the "Schedule"). The Schedule shall include the date for Substantial Completion of the Work. The Architect may revise the Schedule during the course of the Work. Contractor, to induce the District to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule; provided, however, that Contractor's Schedule shall be deemed to include 10 days for weather delays (the "Expected Delay Days"), regardless of whether such weather delays are specifically set forth in the Schedule. Contractor shall notify the District within 24 hours in writing of a weather-related delay. If Contractor fails to give the required 24-hour notice, no such weather delay will be subtracted from the Expected Delay Days. Weather delays shall not be deemed "Excusable" unless all of the Expected Delay Days have been exhausted.

8. Delays resulting from Additional Work (defined below) that cannot be performed concurrently with the Work on the Schedule.

C. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Architect in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Architect of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the District, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

D. Determination. Within ten days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Architect will provide the Contractor with written notice of Architect's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay. The Architect's determination may be issued at such time as the Architect deems reasonable, but not later than ten Days after receipt by the Architect of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the Architect of such a determination to be a concurrence of the matters set forth in the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth in Part D below with respect to such determination.

E. Concurrent Delay. To the extent the Contractor is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.26 Liquidated Damages. It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the District upon request therefore for each calendar day of delay beyond the original or revised scheduled time of completion of Contractor's Work as liquidated damages, and not as a penalty, in the amount per day as set forth in PAG Specifications Section 108-9, for each calendar day of delay.

A. Prior to Termination. If this Contract is not terminated, the Contractor shall continue performance and be liable to the District for the liquidated damages until the Work is complete.

B. After Termination. In the event the District exercises its right of termination, the Contractor shall be liable to the District for any excess costs and, in addition, for liquidated damages until such time as the District may reasonably obtain delivery or performance of similar Services.

3.27 Suspension by the District for Convenience.

3.30 Contract Subject to Appropriation. The District is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the District's then current fiscal year. The District's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the District concerning budgeted purposes and appropriation of funds. Should the District elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the District shall be relieved of any subsequent obligation under this Agreement. The parties agree that the District has no obligation or duty of good faith to budget or appropriate the payment of the District's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The District shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The District shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the District to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the District. Contractor hereby waives any and all rights to bring any claim against the District from or relating in any way to the District's termination of this Agreement pursuant to this section.

3.31 Additional Work, Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime was directly caused by the District, in which event Contractor shall be entitled to compensation for such overtime Work. If the District requests Contractor to perform additional Work in connection with the Project ("Additional Work"), Contractor shall charge the District a negotiated fixed amount for the Additional Work. In the event a fixed amount cannot be negotiated, Contractor shall invoice the District on a time and materials basis for the Additional Work at the unit prices set forth in the price sheet.

3.32 No Damage for Delay or Additional Work by the District. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the District from any liability for damages or expenses that may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the District, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor's exclusive remedy in the event of delay or Additional Work by the District shall be an extension of time hereunder to complete the Work.

3.33 Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to Materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the District. Contractor shall be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the District and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives Subcontractors, and for payment of the full costs of repair or replacement of any said damage.

3.34 Protection of Finished or Partially Finished Work. The Contractor shall properly guard and protect all finished or partially finished Work and shall be responsible for the same until the entire Contract is completed and accepted by the Architect. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.35 Character and Status of Workers. Only skilled foremen and workers shall be employed on portions of the Work requiring special qualifications. When required by the Architect, the Contractor shall discharge any person who is, in the opinion of the Architect, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the District from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for ensuring the legal working status of its employees and its Subcontractor's employees. The Contractor agrees

3.41 Cooperation between Contractors. The Contractor shall comply with the requirements of PAG Specifications, Section 105-7.

3.42 Outdoor Construction Time Restrictions. Unless otherwise permitted by the Architect, construction will be restricted as listed in the following table:

May 1 – October 31	November 1 – April 30
5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 7:00 p.m. on Saturdays, Sundays and all District, State and Federal holidays.

3.43 Construction Survey. Construction survey and as-built record drawings shall conform to the requirements of the PAG Specifications, Section 105-8 (Construction Stakes, Lines and Grades).

3.44 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the Architect. Survey monuments shall be constructed to the requirements of PAG Specifications, Section 909. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no expense to the District. Contractor and its sureties shall be liable for correct replacement of disturbed survey benchmarks except where the District elects to replace survey benchmarks using its own forces.

3.45 Stockpile of Materials.

A. Architect Approval. The Contractor may, if approved by the Architect, place or stockpile Materials in the public right-of-way provided such Materials do not prevent access to adjacent properties or prevent compliance with traffic regulations.

B. No Traffic Interference. Traffic shall not be required to travel over stockpiled Materials and proper dust control shall be maintained.

3.46 Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the Project Site and disposed of by the Contractor. Disposal of material within the Tucson City Limits must be approved by the Architect. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the District, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.

3.47 Dust Control and Water. Contractor shall implement dust control measures in accordance with PAG Specifications, Section 207. Installation and removal of fire hydrant meters should be scheduled at least three business days in advance through the City Water Billing Department. Watering shall conform to the provisions of PAG Specifications, Section 206. A deposit and installation fee in amounts set forth in the District's fee schedule is required for each meter. The cost of the water is at the prevailing rate.

the District have been taken. Should Contractor neglect to adopt such corrective measures, the District may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the District.

3.53 Public Information and Notification. The Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the District Representative at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section 3.53; provided, however, that the Architect may waive any portion of the requirements of this Section upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and District officials, not less than five business days in advance, of (A) necessary operations that create high noise levels, (B) street closures, (C) detour locations, (D) haul routes and material delivery routes and (E) disruption of bus routes, mail routes and other delivery/pick-up routes.

A. Neighborhood Notification. Prior to the start of any Work on the Project, the Contractor shall distribute a preliminary "Dear Neighbor" letter (8-1/2"x11"), as submitted to and subject to the approval of the Architect, to all businesses, property owners and residents within 600 feet of any portion of this Project. This "Dear Neighbor" letter shall include, at a minimum, the following information:

1. Contractor's name, business telephone number and the 24-hour "Hot Line" telephone number for this Project.
2. Name of Contractor's Project Manager.
3. Name of Contractor's Project Superintendent.
4. Brief description of the Project.
5. Construction schedule, including anticipated Work hours.
6. Anticipated lane restrictions, including the expected duration thereof.
7. Name of District's Project Manager.
8. Name of the Architect.

The Architect shall provide the Contractor with a distribution list for this "Dear Neighbor" letter. Contractor shall (1) ensure that the letter is distributed to all persons and businesses indicated on the list provided by the Architect and (2) provide the Architect with a copy of the letter sent and sufficient proof of mailing. Subsequent to delivery of the "Dear Neighbor" letter, the Contractor shall distribute bi-monthly construction progress updates, including construction schedule and any additional information the Architect deems important as a result of construction activities, to all persons and businesses included on the aforementioned distribution list. At the request of the Architect, Contractor may be required to distribute additional public notifications. At the end of construction a final "Dear Neighbor" letter shall be distributed to the persons and businesses on the aforementioned distribution list highlighting the Contractor's and the District's appreciation for their patience during construction of the Project.

B. Project Signs. Unless otherwise directed by the Architect, the Contractor shall furnish and install at least one Project signs, not less than five business days before beginning construction, at locations determined by the Architect, to inform the public of the forthcoming Project, construction dates and 24-Hour Hotline number. The Contractor shall submit the proposed layout of the Project signs to the Architect for approval



item for any calendar day during which there are substantial deficiencies in compliance, as determined by the Architect. The Contractor shall submit a final report/evaluation of its Notification Plan process performed for this Project. The report shall be submitted before the Contractor receives final payment.

#### PART C - MISCELLANEOUS

3.54 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any suit pertaining to this Contract may be brought only in Pima County, Arizona. Should any party elect to proceed by arbitration, the arbitration shall be conducted in accordance with PAG Specifications Sections 105-19.

3.55 Conflict of Interest. 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 or agencies is, at any time while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party of this Contract with respect to the subject matter of this Contract.

3.56 Contract Amendments. 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 Contractor; provided, however, that Change Orders may be issued and approved administratively by the District when such changes do not alter the Contract Price.

3.57 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this 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, this Contract will promptly be physically amended to make such insertion or correction.

3.58 Severability. 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 this Contract which may remain in effect without the invalid provision or application.

3.59 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District. Contractor, 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 Contractor, its employees or subcontractors. The Contractor, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work and the specifications, plans/construction drawings as set forth in Section 2.1 above and Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. District and Contractor do not intend to nor will they combine business operations under this Agreement.

3.60 Entire Agreement; Interpretation-Parol Evidence. 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 this Contract. The parties acknowledge and agree that

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.

3.66 Overcharges by Antitrust Violations. The District maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the District any and all claims for such overcharges as to the goods and services used to fulfill this Contract.

3.67 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.65, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

A. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.67.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.65 and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

3.68 Confidentiality of Records. The Contractor 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 Contractor's duties under this Contract. Persons requesting such information should be referred to the District. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

3.69 Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.70 below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on

3.75 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.76 Liens. All Materials, Service or construction shall be free of all liens and, if the District requests, a formal release of all liens shall be delivered to the District.

3.77 Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

3.78 Patents and Copyrights. 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 Contractor or any other person except with the prior written permission of the District.

3.79 Preparation of Specifications by Persons other than District Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the District's needs. No person preparing Specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

3.80 Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the District.

EXHIBIT A  
TO  
INVITATION FOR BIDS NO. RN2016-07-01

[Specifications, Plans/Construction Drawings]

See following pages.

1604

CONSTRUCTION DOCUMENTS

RIO NUEVO - TUCSON GREYHOUND TERMINAL RELOCATION

Division	Section Title
<b>DIVISION 01 - GENERAL REQUIREMENTS</b>	
01 10 00	SUMMARY
01 22 00	UNIT PRICES
01 23 00	ALTERNATES
01 25 00	SUBSTITUTION PROCEDURES
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	PAYMENT PROCEDURES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 56 39	TEMPORARY TREE AND PLANT PROTECTION
01 60 00	PRODUCT REQUIREMENTS
01 73 00	EXECUTION
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES
01 78 23	OPERATION AND MAINTENANCE DATA
01 78 39	PROJECT RECORD DOCUMENTS
01 79 00	DEMONSTRATION AND TRAINING
<b>DIVISION 02 - EXISTING CONDITIONS</b>	
02 41 19	SELECTIVE DEMOLITION
<b>DIVISION 03 - CONCRETE</b>	
03 30 00	CAST-IN-PLACE CONCRETE
03 35 43	POLISHED CONCRETE FINISHING
<b>DIVISION 05 - METALS</b>	
05 12 00	STRUCTURAL STEEL FRAMING
05 40 00	COLD-FORMED METAL FRAMING
05 50 00	METAL FABRICATIONS
<b>DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES</b>	
06 16 00	SHEATHING
06 17 10	WOOD I-JOISTS
06 18 00	GLUED-LAMINATED CONSTRUCTION
06 41 00	ARCHITECTURAL WOOD CASEWORK
06 61 16	SOLID SURFACING FABRICATIONS

22 05 23	VALCES FOR PLUMBING
22 05 29	SUPPORTS, ANCHORS, AND SLEEVES FOR PLUMBING
22 07 00	PLUMBING INSULATION
22 11 16	PLUMBING PIPING
22 11 19	PLUMBING SOECIALITES
22 40 00	PLUMBING FIXTURES

#### **DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)**

23 05 00	COMMON WORK RESULTS FOR HVAC
23 05 29	HANGERS & SUPPORTS FOR HVAC
23 05 93	TESTING, ADJUSTING AND BALANCING FOR HVAC
23 31 13	DUCTWORK
23 31 14	DUCT LINING
23 33 00	AIR DUCT ACCESSORIES
23 34 23	HVAC POWER VENTILATORS
23 37 13	DIFFUSERS, REGISTERS & GRILLES
23 62 00	PACKAGED HEATING / COOLING UNITS

#### **DIVISION 26 - ELECTRICAL**

26 05 00	ELECTRICAL
----------	------------

#### **DIVISION 27 – COMMUNICATIONS**

27 00 00	BASIC COMMUNICATIONS REQUIREMENTS
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS
27 05 28.29	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS
27 05 28.33	CONDUITS AND BACK BOXES FOR COMMUNICATIONS SYSTEMS
27 05 53	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS
27 08 00	COMMISSIONING OF COMMUNICATIONS SYTEMS – COPPER CABLE
27 11 16	COMMUNICATIONS CABINETS, RACKS, FRAMES, AND ENCLOSURES
27 11 19	COMMUNICATIONS TERMINATION BLOCKS & PATCH PANELS
27 11 26	COMMUNICATIONS RACK MOUNTED POWER PROTECTION AND POWE RSTRIPS
27 15 13	COMMUNICATIONS COPPER HORIZONTAL CABLING
27 15 43	COMMUNICATIONS FACEPLATES AND CONNECTIONS
27 16 19	COMMUNICATIONS PATCH CORDS, STATION CORDS, AND CROSS CONNECT WIRE
27 51 16	PUBLIC ADDRESS SELF-AMPLIFIED TRADITIONAL

#### **DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

28 16 00	INTRUSION DETECTION
28 23 29	VIDEO SURVEILLANCE REMOTE DEVICES AND SENSORS

#### **DIVISION 31 - EARTHWORK**

31 10 00	SITE CLEARING
31 20 00	EARTH MOVING
31 20 01	GEOTECHNICAL EVALUATION
31 31 16	TERMITE CONTROL

## **DRAWING LIST**

### **GENERAL**

g1.0	cover sheet
g1.1	abbreviations and symbols
g1.2	occupancy @code analysis

### **CIVIL**

C1.0	cover sheet
C1.1	notes and legend
C2.0	demolition plan
C3.0	site plan
C4.0	grading plan
C5.0	private utility plan
C6.0	sections & details
C6.1	sections & details
C6.2	sections & details
C7.0	horizontal control plan

### **LANDSCAPE**

N1.0	native plantpreservations plan
L1.0	landscape plan
L2.0	irrigation plan
L3.0	landscapedetails
L3.1	irrigation details

### **ARCHITECTURAL SITE PLAN**

x1.0	site plan - demolition
x1.1	site plan

### **STRUCTURAL**

s1.0	general structural notes
s1.1	general structural notes
s1.2	general structural notes
s1.3	typical details
s1.4	typical detailsand schedules
s2.0	foundation plan
s3.0	framing plan
s4.0	foundation andframing details

### **ARCHITECTURAL**

a1.0	floor plan
a1.1	dimension floor plan
a1.2	finish floor plan
a2.0	reflected ceiling plan
a3.0	roof plan
a4.0	building elevations
a5.0	building sections
a5.1	building sections

## **SECTION 01 23 00 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for alternates.

#### **1.2 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### **1.3 PROCEDURES**

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.1 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1: CCTV System.
  - 1. Base Bid: Provide and install conduit and back boxes for installation of CCTV system by others as shown on Teledata sheets
  - 2. Alternate: Provide Full CCTV system as shown on Teledata sheets and as specified
- B. Alternate No. 2: Security system



EXHIBIT B  
TO  
INVITATION FOR BIDS NO. RN2016-07-01

[Substitution/Equal Request Form]

See following pages.

## SUBSTITUTION/EQUAL REQUEST FORM

\_\_\_\_\_  
\_\_\_\_\_

Bidder \_\_\_\_\_ hereby submits for District's consideration the following product, instead of the specified item, for the above Project.

<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>
_____	_____	_____	_____

Proposed Substitution: \_\_\_\_\_  
\_\_\_\_\_

(NOTE: See Article II – Bid Process; Bid Award, Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution? Yes \_\_\_\_ No \_\_\_\_ . If Yes, explain:

\_\_\_\_\_  
\_\_\_\_\_

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes \_\_\_\_ No \_\_\_\_

C. List differences between proposed substitution and specified item.

<u>Specified Item</u>	<u>Proposed Substitution</u>
_____	_____
_____	_____

D. Does substitution affect Drawing dimensions? Yes \_\_\_\_ No \_\_\_\_ If Yes, explain:

\_\_\_\_\_  
\_\_\_\_\_

E. What effect does substitution have on other trades? \_\_\_\_\_

\_\_\_\_\_

F. Does manufacturer's warranty of proposed substitution differ from that specified?  
Yes \_\_\_\_ No \_\_\_\_ . If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT C  
TO  
INVITATION FOR BIDS NO. RN2016-07-01

[Price Sheet]

See following pages.

# PRICE SHEET

Kappcon Incorporated

**NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**

Item No.	Description of Materials and/or Services				Total Price
	Base Bid for Scope of Work				807,000.-
Specifications Section 012300	Alternate A: CCTV System				31,000.-
Specifications Section 012300	Alternate B: Security System				3,600.-
Specifications Section 012300	Alternate C: Lobby Seating				24,100.-
Specifications Section 012300	Alternate D: Insulated Metal Panels				66,700.-
Specifications Section 012300	Alternate E: Concrete wall protection Curb				< 900 >
Specifications Section 012300	Alternate F: Aluminum Door frames and Wood doors				2,000.-
	SUBTOTAL				933,295.-
	ALLOWANCES				-
	TOTAL CONSTRUCTION COST*				933,295.-

**\* ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET.**

FOR RIO NUEVO USE  
ACCEPTANCE OF OPTIONAL ITEMS

Alt. A Y-N Alt. B Y-N Alt. C Y-N Alt. D Y-N Alt. E Y-N Alt. f Y-N

Authorized By: \_\_\_\_\_

EXHIBIT E  
TO  
INVITATION FOR BIDS NO. RN2016-07-01

[Licenses; DBE/WBE Status]

See following page.

LICENSES; DBE/WBE STATUS

Kappcon Incorporated

☒

**Attach a copy of your Contractor's License to your bid submittal.**

☒

**Attach a copy of your Business License to your bid submittal.**

\* Business License must be either a Rio Nuevo Multipurpose Facilities District Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No X\_\_\_\_\_.

If yes, please provide details and documentation of the certification.

# STANDARD OF ARIZONA

## Office of the Registrar of Contractors

*This is to certify that:*

Kapp Con Incorporated DBA: TBR Construction

*Formerly known as:*

Kapp Con Incorporated

Is the holder of a Class KB-1 license. Issued on 10/15/2009, which permits the Licensee to pursue the business of RESIDENTIAL AND COMMERCIAL DUAL BUILDING CONTRACTOR in the State of Arizona under License No.: ROC259522

This further certifies that the request of business name is hereby granted and duly recorded.

Given under my hand and the seal of the Registrar of Contractors, Phoenix, Arizona, on 01/13/2012.



*William A. Mandell*

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

# STATE OF ARIZONA

## Office of the Registrar of Contractors

License No. ROC

300376

*This is to Certify That*

Kapp Con Incorporated

DBA (if any)

TBR Construction

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,  
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

KA

**Dual Engineering**

*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors*

*in my office, City of Phoenix, on 08/06/2015*



DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS





The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

ISSUED TO: KAPP CON INCORPORATED  
4847 N DAISY DAWN PL STE 101  
TUCSON AZ 85705

ALL communications and reports MUST REFER to this LICENSE NO.

**▶ LICENSE:** 20497187  
**START DATE:** 10/01/2009  
**ISSUED:** 02/02/2016  
**EXPIRES:** 12/31/2016

LOCATION: NUMBER 001  
KAPP CON INCORPORATED  
4847 N DAISY DAWN PL STE 101  
TUCSON AZ 85705  
1600044517547

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

[FAQs](#) | [Contact Us](#)

Setting the Standard for Tax Services

- [Home](#)
- [Create User Account](#)
- [License Verification](#)
- [Individual](#)

**AZTaxes.gov License Verification**

Enter the eight digit transaction privilege tax license number that you would like to verify. After entering the number, click Submit.

Transaction Privilege Tax License Number:	<input type="text" value="20497187"/>
<input type="button" value="Submit"/>	

The number **20497187** is a valid Arizona transaction privilege tax license number. Verified **07/27/2016 04:10 PM**.

[Print this page](#)

EXHIBIT F  
TO  
INVITATION FOR BIDS NO. RN2016-07-01

[References]

See following pages.

## REFERENCES

Kappcon Incorporated

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: Three Points Fire District  
Address: 14055 West Hunt Road  
District/State/Zip Code: Three Points, AZ 85736  
Contact: Chief John Williams  
Telephone Number: (520) 820-1968  
Date of Contract Initiation: 12-02-14  
Date of Contract Expiration: 10-31-15  
Final Project Cost: \$1,496,777  
Project Description: New fire station #303
  
2. Company: Pascua Yaqui Tribe  
Address: 4720 W Calle Tetakusim  
District/State/Zip Code: Tucson, AZ 85757  
Contact: Rolando Jaimez  
Telephone Number: (520) 879-5896  
Date of Contract Initiation: 12-17-14  
Date of Contract Expiration: 11-30-15  
Final Project Cost: \$2,510,672  
Project Description: Four 5-Plex Senior Housing
  
3. Company: Catalina Foothills Unified School District  
Address: 4300 E Sunrise Drive  
District/State/Zip Code: Tucson, AZ 85718  
Contact: Tiffany De Alva  
Telephone Number: (520) 209-8515  
Date of Contract Initiation: 05-11-16  
Date of Contract Expiration: 07-30-16 Anticipated Substantial Completion  
Final Project Cost: \$1,597,698  
Project Description: Sunrise Drive Elementary School Renovations - Interior and Exterior

EXHIBIT G  
TO  
INVITATION FOR BIDS NO. RN2016-07-01

[Bid Bond]

See following page.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Kapp-Con Incorporated (hereinafter called Principal), as Principal, and The Hanover Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire with its principal office in the District of Worcester, MA, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Rio Nuevo Multipurpose Facilities District, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, Ten Percent of Principal's Bid Amount (Dollars) (\$ 10% of Bid) lawful money of the United States of America, to be paid to the order of the Rio Nuevo Multipurpose Facilities District, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. Section 34-201.

Project No. 1604

WHEREAS, the Principal has submitted a bid/proposal for: Rio Nuevo Greyhound Bus Station.

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this 27th day of July 20 16.

Kapp-Con Incorporated

Principal

Seal

By: Nathan Hooper

The Hanover Insurance Company

Surety

Seal

By: Tina M. Berger

Tina M. Berger, Attorney-In-Fact

Lovitt & Touché, Inc.

Agency of Record

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY  
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Tina K. Nierenberg, Joseph C. Dhuey, Amy D. Scott and/or Tina M. Berger**

of **Tucson, AZ** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **9th** day of **November 2011**.



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas, Vice President

Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **9th** day of **November 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



**BARBARA A. GARLICK**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **27<sup>th</sup>** day of **July** 20**16**.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

Glenn Margosian, Vice President

EXHIBIT H  
TO  
INVITATION FOR BIDS NO. RN2016-07-01

[Key Personnel/Subcontractor Listing]

See following page.



## KEY PERSONNEL/SUBCONTRACTOR LISTING

Kappcon Incorporated

Key Personnel and Subcontractors listed herein shall be utilized on this Project.

Category:	Personnel/ Subcontractor Name, Contact Information:
<u>Principle in Charge</u>	<u>Kappcon - Nathan Kappler, (520) 292-2225</u>
<u>Project Manager</u>	<u>Kappcon - Brett Hurtienne, (520) 292-2225</u>
<u>Project Superintendent</u>	<u>Kappcon - Lance Lesny, (520) 292-2225</u>
<u>Concrete</u>	<u>Kappcon</u>
<u>Carpentry</u>	<u>Kappcon</u>
<u>Framing</u>	<u>W G Valenzuela 887-5652</u>
<u>Rpofing</u>	<u>Rock Roofing 571-8034</u>
<u>Painting</u>	<u>Wiese Painting 327-3200</u>
<u>Metal Wall Panels</u>	<u>Weather Guard Metal Const 378-3221</u>
<u>Tile</u>	<u>McAvoy Tile</u>
<u>Plumbing</u>	<u>R G: Sons 325-3766</u>
<u>HVAC</u>	<u>D &amp; J Air Conditioning 887-4718</u>
<u>Electric</u>	<u>A Palo Verde Electric</u>
<u>Asphalt</u>	<u>A: S Paving</u>
<u>Earthwork</u>	<u>Days Excavating</u>

EXHIBIT I  
TO  
INVITATION FOR BIDS NO. RN2016-07-01

[Performance Bond]

See following page.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the District of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Rio Nuevo Multipurpose Facilities District (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, for the material, service or construction described as \_\_\_\_\_ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Principal \_\_\_\_\_ Seal \_\_\_\_\_

By: \_\_\_\_\_

Surety \_\_\_\_\_ Seal \_\_\_\_\_

By: \_\_\_\_\_

Agency of Record \_\_\_\_\_

EXHIBIT J  
TO  
INVITATION FOR BIDS NO. RN2016-07-01

[Payment Bond]

See following page.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the District of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Rio Nuevo Multipurpose Facilities District (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the material, service or construction described as \_\_\_\_\_ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal \_\_\_\_\_ Seal \_\_\_\_\_

By: \_\_\_\_\_

Surety \_\_\_\_\_ Seal \_\_\_\_\_

By: \_\_\_\_\_

Agency of Record \_\_\_\_\_

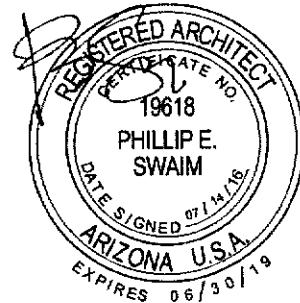
EXHIBIT K  
TO  
INVITATION FOR BIDS NO. RN2016-07-01  
[Acknowledgments of Addenda received]

See following page(s).

# ADDENDUM No. 1

**PROJECT:** Rio Nuevo Multipurpose Facility District  
Greyhound Terminal Relocation  
801 E 12<sup>th</sup> St  
Tucson, AZ 85719

**PROCUREMENT ADMINISTRATOR:** Michele Bettini  
Operations Administrator  
Rio Nuevo Multipurpose Facility District  
400 W Congress Suite 152  
Tucson, AZ 85701  
(520) 623-7336  
[micheleb@rionuevo-tucson.org](mailto:micheleb@rionuevo-tucson.org)



**DISTRICT REPRESENTATIVE:** Michael Becherer AIA  
Project Manager  
Swaim Associates LTD Architects AIA  
7350 E Speedway Suite 210  
Tucson, AZ 85710  
(520) 326-3700  
[mbecherer@swaimaia.com](mailto:mbecherer@swaimaia.com)

**SOLICITATION NO:** RN2016-07-01  
**PROJECT NO:** 1604

**ISSUE DATE:** July 14, 2016

THIS ADDENDUM IS ISSUED TO MODIFY, EXPLAIN OR AMEND THE ORIGINAL DRAWINGS AND THE SPECIFICATIONS AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

Bidders shall determine the extent of work required from the specification and/or drawing items listed below.

The Addendum No. 1 incorporates the following Plan or Specification clarifications and / or changes to the original Set of Construction Documents dated **June 27, 2016**.

**I. ADDENDUM #1 ACKNOWLEDGEMENT:**

A. The undersigned bidder acknowledges receipt and use of the following addendum #1 in the preparation of this bid. Bidder to sign and include this page in Exhibit K of the Bid Offer

B. Contractor Name: Kappcon Incorporated

C. Authorized Representative Signature: 

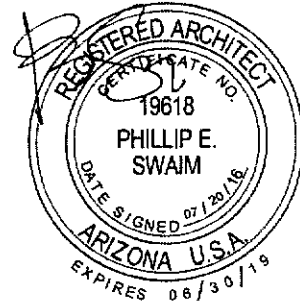
D. Signed by: Nathan Kappler

E. Title: President Date: 7/29/16

## ADDENDUM NO. 2

**PROJECT:** Rio Nuevo Multipurpose Facility District  
Greyhound Terminal Relocation  
801 E 12<sup>th</sup> St  
Tucson, AZ 85719

**PROCUREMENT ADMINISTRATOR:** Michele Bettini  
Operations Administrator  
Rio Nuevo Multipurpose Facility District  
400 W Congress Suite 152  
Tucson, AZ 85701  
(520) 623-7336  
[micheleb@rionuevo-tucson.org](mailto:micheleb@rionuevo-tucson.org)



**DISTRICT REPRESENTATIVE:** Michael Becherer AIA  
Project Manager  
Swaim Associates LTD Architects AIA  
7350 E Speedway Suite 210  
Tucson, AZ 85710  
(520) 326-3700  
[mbecherer@swaimaia.com](mailto:mbecherer@swaimaia.com)

**SOLICITATION NO:** RN2016-07-01  
**PROJECT NO:** 1604

**ISSUE DATE:** July 20, 2016

THIS ADDENDUM IS ISSUED TO MODIFY, EXPLAIN OR AMEND THE ORIGINAL DRAWINGS AND THE SPECIFICATIONS AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

Bidders shall determine the extent of work required from the specification and/or drawing items listed below.

The Addendum No. 2 incorporates the following Plan or Specification clarifications and / or changes to the original Set of Construction Documents dated **June 27, 2016**.

**I. ADDENDUM #2 ACKNOWLEDGEMENT:**

A. The undersigned bidder acknowledges receipt and use of the following addendum #2 in the preparation of this bid. Bidder to sign and include this page in Exhibit K of the Bid Offer

B. Contractor Name: Kappoon Incorporated

C. Authorized Representative Signature: Nathan Kappler

D. Signed by: Nathan Kappler

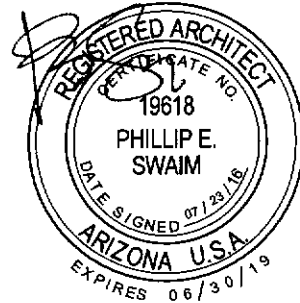
E. Title: President Date: 7/29/16



# ADDENDUM NO. 3

**PROJECT:** Rio Nuevo Multipurpose Facility District  
Greyhound Terminal Relocation  
801 E 12<sup>th</sup> St  
Tucson, AZ 85719

**PROCUREMENT ADMINISTRATOR:** Michele Bettini  
Operations Administrator  
Rio Nuevo Multipurpose Facility District  
400 W Congress Suite 152  
Tucson, AZ 85701  
(520) 623-7336  
[micheleb@rionuevo-tucson.org](mailto:micheleb@rionuevo-tucson.org)



**DISTRICT REPRESENTATIVE:** Michael Becherer AIA  
Project Manager  
Swaim Associates LTD Architects AIA  
7350 E Speedway Suite 210  
Tucson, AZ 85710  
(520) 326-3700  
[mbecherer@swaimaia.com](mailto:mbecherer@swaimaia.com)

**SOLICITATION NO:** RN2016-07-01  
**PROJECT NO:** 1604

**ISSUE DATE:** July 22, 2016

THIS ADDENDUM IS ISSUED TO MODIFY, EXPLAIN OR AMEND THE ORIGINAL DRAWINGS AND THE SPECIFICATIONS AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

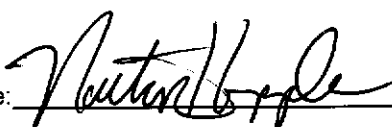
Bidders shall determine the extent of work required from the specification and/or drawing items listed below.

The Addendum No. 3 incorporates the following Plan or Specification clarifications and / or changes to the original Set of Construction Documents dated **June 27, 2016**.

**I. ADDENDUM #3 ACKNOWLEDGEMENT:**

A. The undersigned bidder acknowledges receipt and use of the following addendum #3 in the preparation of this bid. Bidder to sign and include this page in Exhibit K of the Bid Offer

B. Contractor Name: Kappcon Incorporated

C. Authorized Representative Signature: 

D. Signed by: Nathan Kappler

E. Title: President Date: 7/29/16

# ADDENDUM NO. 4

**PROJECT:** Rio Nuevo Multipurpose Facility District  
Greyhound Terminal Relocation  
801 E 12<sup>th</sup> St  
Tucson, AZ 85719

**PROCUREMENT ADMINISTRATOR:** Michele Bettini  
Operations Administrator  
Rio Nuevo Multipurpose Facility District  
400 W Congress Suite 152  
Tucson, AZ 85701  
(520) 623-7336  
[micheleb@rionuevo-tucson.org](mailto:micheleb@rionuevo-tucson.org)

**DISTRICT REPRESENTATIVE:** Michael Becherer AIA  
Project Manager  
Swaim Associates LTD Architects AIA  
7350 E Speedway Suite 210  
Tucson, AZ 85710  
(520) 326-3700  
[mbecherer@swaimaia.com](mailto:mbecherer@swaimaia.com)

**SOLICITATION NO:** RN2016-07-01  
**PROJECT NO:** 1604

**ISSUE DATE:** July 27, 2016

THIS ADDENDUM IS ISSUED TO MODIFY, EXPLAIN OR AMEND THE ORIGINAL DRAWINGS AND THE SPECIFICATIONS AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

Bidders shall determine the extent of work required from the specification and/or drawing items listed below.

The Addendum No. 4 incorporates the following Plan or Specification clarifications and / or changes to the original Set of Construction Documents dated **June 27, 2016**.

**I. ADDENDUM #4 ACKNOWLEDGEMENT:**

A. The undersigned bidder acknowledges receipt and use of the following addendum #3 in the preparation of this bid. Bidder to sign and include this page in Exhibit K of the Bid Offer

B. Contractor Name: Kappcon Incorporated

C. Authorized Representative Signature: 

D. Signed by: Nathan Kappler

E. Title: President Date: 7/29/16

# ADDENDUM No. 5

**PROJECT:** Rio Nuevo Multipurpose Facility District  
Greyhound Terminal Relocation  
801 E 12<sup>th</sup> St  
Tucson, AZ 85719

**PROCUREMENT  
ADMINISTRATOR:** Michele Bettini  
Operations Administrator  
Rio Nuevo Multipurpose Facility District  
400 W Congress Suite 152  
Tucson, AZ 85701  
(520) 623-7336  
[micheleb@rionuevo-tucson.org](mailto:micheleb@rionuevo-tucson.org)

**DISTRICT  
REPRESENTATIVE:** Michael Becherer AIA  
Project Manager  
Swaim Associates LTD Architects AIA  
7350 E Speedway Suite 210  
Tucson, AZ 85710  
(520) 326-3700  
[mbecherer@swaimaia.com](mailto:mbecherer@swaimaia.com)

**SOLICITATION NO:** RN2016-07-01  
**PROJECT NO:** 1604

**ISSUE DATE:** July 28, 2016

THIS ADDENDUM IS ISSUED TO MODIFY, EXPLAIN OR AMEND THE ORIGINAL DRAWINGS AND THE SPECIFICATIONS AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

Bidders shall determine the extent of work required from the specification and/or drawing items listed below.

The Addendum No. 5 incorporates the following Plan or Specification clarifications and / or changes to the original Set of Construction Documents dated **June 28, 2016**.

**I. ADDENDUM #5 ACKNOWLEDGEMENT:**

- A. The undersigned bidder acknowledges receipt and use of the following addendum #3 in the preparation of this bid. Bidder to sign and include this page in Exhibit K of the Bid Offer

B. Contractor Name: Kappcon Incorporated

C. Authorized Representative Signature: 

D. Signed by: Nathan Kappler

E. Title: President Date: 7/29/16

# ADDENDUM NO. 6

**PROJECT:** Rio Nuevo Multipurpose Facility District  
Greyhound Terminal Relocation  
801 E 12<sup>th</sup> St  
Tucson, AZ 85719

**PROCUREMENT  
ADMINISTRATOR:** Michele Bettini  
Operations Administrator  
Rio Nuevo Multipurpose Facility District  
400 W Congress Suite 152  
Tucson, AZ 85701  
(520) 623-7336  
[micheleb@rionuevo-tucson.org](mailto:micheleb@rionuevo-tucson.org)

**DISTRICT  
REPRESENTATIVE:** Michael Becherer AIA  
Project Manager  
Swaim Associates LTD Architects AIA  
7350 E Speedway Suite 210  
Tucson, AZ 85710  
(520) 326-3700  
[mbecherer@swaimaia.com](mailto:mbecherer@swaimaia.com)

**SOLICITATION NO:** RN2016-07-01  
**PROJECT NO:** 1604

**ISSUE DATE:** July 28, 2016

THIS ADDENDUM IS ISSUED TO MODIFY, EXPLAIN OR AMEND THE ORIGINAL DRAWINGS AND THE SPECIFICATIONS AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

Bidders shall determine the extent of work required from the specification and/or drawing items listed below.

The Addendum No. 6 incorporates the following Plan or Specification clarifications and / or changes to the original Set of Construction Documents dated **June 28, 2016**.

**I. ADDENDUM #6 ACKNOWLEDGEMENT:**

- A. The undersigned bidder acknowledges receipt and use of the following addendum #3 in the preparation of this bid. Bidder to sign and include this page in Exhibit K of the Bid Offer

B. Contractor Name: Kappcon Incorporated

C. Authorized Representative Signature: 

D. Signed by: Nathan Kappler

E. Title: President Date: 7/29/16