

**NOTICE OF INVITATION FOR BIDS – SOLICITATION NO RN2016-07-01
A DESIGN-BID-BUILD PROJECT FOR RIO NUEVO GREYHOUND BUS STATION**

Pursuant to A.R.S. Section 34-201, notice is hereby given the Rio Nuevo Multipurpose District desires to obtain bids for the construction of Greyhound bus station located at 801 East 12th Street, Tucson, Arizona 85719.

Solicitation information for this invitation for bid and bid schedule is provided below:



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 12th 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. 234 E. 6th St. Tucson, AZ 85705 (520) 798-3278 Limit one set of plans per contractor \$100 refundable deposit required
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
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

District Chairman:

Fletcher McCusker
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.

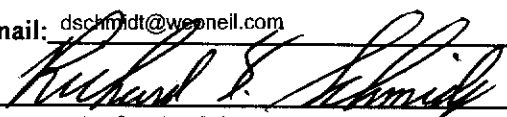
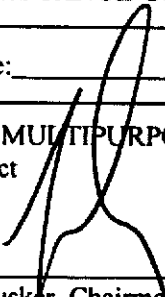
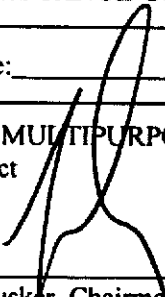

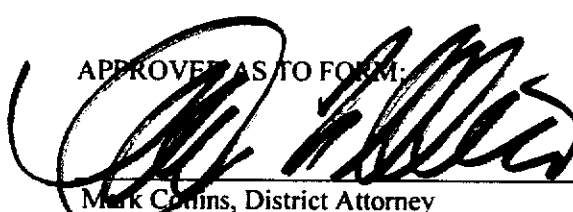
* The District reserves the right to amend the solicitation schedule as necessary.

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

Every proposal shall be accompanied by a certified check, cashier's check or surety bid bond for ten percent of the amount of the bid included in the proposal as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. The surety bid bond shall be executed solely by a surety company or companies holding a certificate of authority to transact business in this state issued by the director of the department of insurance. The certified check, cashier's check or surety bid bond shall be returned to the contractors whose proposals are not accepted and to the successful contractor on the execution of a satisfactory bond and contract. The surety bid bond shall be in the form as prescribed by A.R.S. Section 34-201 A. 3.

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: 10085627			For Clarification of this Bid contact:		
Federal Employer Identification Number: 86-0422376 W. E. O'Neil Construction Company, Inc.			Name: W. E. O'Neil Construction Company, Inc.		
Contractor Name 2601 N. Fairview Avenue			Telephone: (520) 792-0734		
Address			Facsimile: (520) 792-0958		
Tucson	AZ	85705	Email: dschmidt@weoneil.com		
City	State	Zip Code	 Authorized Signature for Contractor		
			Richard K. Schmidt		
			Printed Name		
			Vice President		
			Title		
ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR DISTRICT USE ONLY)					
Effective Date: 		Contract No. _____		Official File: _____	
RIO NUEVO MULTIPURPOSE FACILITY DISTRICT, an Arizona Multipurpose Facility District					
 Fletcher McCusker, Chairman					
ATTEST:			APPROVED AS TO FORM:		
 Michele Bettini, District Clerk			 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

reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the District's Procurement Code.

1.15 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with this Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Work.

1.16 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.17 "PAG Specifications" means, collectively, the "City of Tucson and Pima County Standard Specifications for Public Improvements," current edition as of the date of Contract award and the "City of Tucson and Pima County Standard Details for Public Improvements," current edition as of the date of Contract award, which are sponsored and distributed by the Pima Association of Governments ("PAG") and any amendments or supplements adopted by the District.

1.18 "Price" means the total expenditure for the defined Project, inclusive of all Materials, commodities or Services.

1.19 "Procurement Administrator" means a District employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.20 "Procurement Agent" means the District Chairman or authorized designee.

1.21 "Procurement Code" means the District's Procurement Code, as amended from time to time.

1.22 "Project" means the purpose and Work described as set forth in Section 2.1, in the "Purpose/Scope of Work" of the IFB.

1.23 "Punch List" means that list of items provided by District to Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by Contractor after Substantial Completion.

1.24 "Services" means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in this Contract. This term does not include "professional and technical services" as defined in the Procurement Code.

1.25 "Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

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

1.27 "Substantial Completion" shall be defined as set forth in Section 3.16 below and shall occur not later than the date set forth in the Schedule, subject to modification by changes in the Work as provided in Section 3.15 below.

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.

C. Required Submittal. Bidders shall provide **all of the following** documents to be considered a responsive Bid:

1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.
2. Price Sheet.
3. Bid Bond.
4. Licenses; /DBE & MBE Status.
5. References.
6. Federal Requirements, if applicable.
7. Acknowledgment for each Addendum received, if any.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: Swaim Associates, Ltd., 7350 E. Speedway Blvd, Suite 210, Tucson, Arizona 85710.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the District Procurement Code.

2.4 Inquiries; Interpretation of Plans, Specifications and Drawings.

A. Inquiries. Any question related to the IFB, including any part of the Plans, Specifications, Scope of Work or other Contract Documents, shall be directed to the District Representative and Procurement Administrator whose names appear on the cover page of this IFB. Verbal or telephone inquiries directed to District staff **will not be answered**. Within two business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an IFB package from the District and who legibly provided a mailing address, facsimile and/or e-mail address to the District. Questions shall be submitted in

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

B. 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

the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the District's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the District at the Prospective Bidders' Conference. The District will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Work shall be performed at the unit prices as set forth in the Price Sheet attached hereto as Exhibit C and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege (sales) tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The District shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. All applicable excise and sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item. It is the sole responsibility of the Bidder to determine any applicable Federal and State tax rates and calculate the Bid accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the District.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements. Federal Requirements, if any, shall be attached hereto as Exhibit D. In addition to any applicable Federal Requirements, this procurement is subject to a number of state and District regulations. In general, where these rules conflict, the more stringent law or rule applies.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The District does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the District and will not be returned.

2.12 Public Record. All Bids shall become the property of the District. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the District's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 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.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the District.

2.17 Bid Bond. All Vendors desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the District in the amount of ten percent (10%) of the total Bid Price. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the District Representative by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or ten Days after Notice of Award if no period is specified, the Contractor may be found to be in default and this Contract terminated by the District. In case of default, the District reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit G, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, 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. As soon as is practicable after the completion of the evaluation, the District will (A) issue a Notice of Award for those Offers accepted by the District and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.18 Award of Contract.

A. Multiple Award. The District may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) Price, including alternates selected by the District, if any, and taxes, but excluding "as-needed" services requested by the District and (3) Bidder qualifications to perform the Work.

C. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this IFB, the District expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

D. Offer. A Bid is a binding offer to contract with the District based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the District. Bidder Offers shall be valid and irrevocable for 90 days after the Bid Opening.

E. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the District Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

PART A - GENERAL

3.1 Reference Standards. The Contractor shall perform the Work required in conformance with PAG Specifications, which is incorporated herein by reference.

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

and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. No Work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Architect, in writing, at least 72 hours before the following events:

- A. Commencement. The start of construction.
- B. District Services Shut Down. Shutdown of City of Tucson (the "City") water, sewer, drainage, irrigation and/or traffic control facilities.
- C. Well or Pump Shut Down. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time.
- D. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges. The Contractor will furnish all required water meters needed during construction. Any domestic water meter necessary for the Project shall be included in the Bid.
- E. Start-up and Testing. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

3.6 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) District and County ordinances and regulations, (B) State and Federal laws and (C) Occupational Safety and Health Administration ("OSHA") standards.

3.7 Affirmative Action Report. It is the policy of the District that suppliers of goods or services to the District adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. On any Contract in excess of six months, the Contractor shall provide an annual report to the Architect highlighting its activities to comply with this Section 3.7.

3.8 Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Pima County or City permits or other agency permits. The Contractor will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the District without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.

3.9 Inspection, Safety and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible in carrying out its work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor. Contractor affirms that it has inspected the jobsite and has thoroughly reviewed this Contract including, without limitation, the Specifications listed on Exhibit A, as the same may be revised by the District, and is not relying on any opinions or representations of District. Contractor agrees to perform and complete such Work in strict accordance with this Contract and under the general direction of the District. Contractor agrees that any exclusions of any Work must be approved in writing by the District prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to

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.

E. Traffic Alterations. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Traffic Control Manual. No street within the Project area may be closed to through traffic or to local emergency traffic without prior, written approval of the Architect. Written approval may be given if sufficient time exists to allow for notification of the public at least 72 hours in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the Traffic Control Manual and the Architect's written directions.

F. Intersections. Caution should be used when excavating near intersections with traffic signal underground cable. Contractor shall notify the Architect, in writing, 24 hours in advance of any Work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the Architect when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty, uniformed Tucson police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the Architect's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

G. Adjacent Property Access. The Contractor shall maintain access to all businesses, schools and residences along the Project alignment at all times in accordance with the Traffic Control Manual.

H. Covered Crossings. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the Architect in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Contractor shall provide a detour.

3.11 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and each Board member, officer, employee or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.12 Insurance.

A. General.

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

2. No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect Contractor. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. 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

Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The District, its agents, representatives, officers, Board Members, attorneys, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of this Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against District, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Insurance Coverage.

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

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20

48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. 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

executed in the form attached hereto as Exhibit J, 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 payment 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.

3.15 Changes in the Work. The District may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to this Contract and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by the District's written approval authorizing said change, and said changes shall be performed under the applicable conditions of this Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

A. Additions. When the District increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.

B. Deletions. When the District decreases the Work resulting in a decrease in Contractor's quantity of the Work, the District shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices.

C. Estimating. Whenever the District is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as is then-feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Bid.

3.16 Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Architect shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the Contractor may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The District shall determine when the Project and the Contractor's Work is substantially complete. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the District or its designee can use or occupy the entire Project, or the designated portion of the Project, for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the District of acceptable documentation that Contractor has successfully tested and demonstrated all systems for their intended use. The date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by the District and Contractor. The Certificate of Substantial Completion signed by the District and Contractor shall state the respective responsibilities of the District and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Contractor and modified by the District and establish the time for completion and correction of all Punch List items. If the District and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Part B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items.

3.17 Final Completion. The District shall determine when the Project and the Contractor's Work is finally completed. "Final Completion" means completion of the Project by the Contractor in accordance with the Contract Documents, certified to the District by the Contractor. Final Completion shall be achieved only upon the District's written acceptance of (A) the construction, (B) all testing, (C) demonstration by Contractor that the Work functions as required by the Contract Documents and meets all Contract requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed record documents (with revisions made after Substantial Completion), annotated submittals and design

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.

C. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of Materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for Materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the District that (1) title to the Materials and equipment will pass to the District upon payment therefore, (2) the Materials and equipment are adequately safeguarded and insured, including during transit from the off-site location to the Project site (3) conditional lien waivers from all suppliers, and (3) such other matters as the District may reasonably request in order to protect its interests. With the prior, written approval of the District, Contractor may advance order the bulk delivery of Materials to be incorporated into the Work over the course of this Contract. Upon delivery and receipt of supplier invoice, the District shall pay for the bulk delivery, either directly to the Contractor or to the vendor or by joint check to Contractor and vendor, and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all such Materials and shall guarantee to the District that such Materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the District). Contractor shall immediately replace, repair or restore said Materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the District for, from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the Materials described herein from any cause unless due to the District's sole negligence. Should the District have reason to believe Contractor is not properly safeguarding any of the Materials, the District shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any Materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all Materials stored on site as required by the District, and if such insurance is not obtained due to a lack of insurable interest, the District shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

D. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the District shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials and equipment relating to the Work.

E. Final Payment.

1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and acceptance by the District. Before issuance of final payment, the District may request satisfactory evidence that all payrolls, Materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

2. In making final payment the District waives all claims except for:

- a. Outstanding liens.
- b. Improper workmanship or defective Materials.
- c. Work not in conformance with this Contract or Work not completed.
- d. Terms of any special warranties required by this Contract.
- e. Delivery to District of all warranties, operation and maintenance manuals, "AS-BUILT" record drawings and other documents as required by this Contract.
- f. Right to audit Contractor records for a period of three years.

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.

3.23 Contractor's Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Architect to the Contractor's representative shall be considered as having been given to the Contractor, per PAG Specifications Section 105-5.

3.24 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Architect's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Architect may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Architect shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the Contract Price in accordance with the provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.25 Extensions of Time.

A. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Schedule for the Work. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the District substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order or Contract amendment, as applicable.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure.
2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.
3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by the Contractor.
4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.
5. Delays occurring due to the acts or omissions of the District and those within the control of the District.
6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.

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.

A. District Determination. The District may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the District may determine to be appropriate for its convenience.

B. Contract Adjustments. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equitable adjustment.

3.28 Termination by the District for Convenience. The District may, upon 30 days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the District without prejudice to any right or remedy otherwise available to the District. Upon receipt of such notice, the Contractor shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the District, the Contractor's sole and exclusive right and remedy shall be payment for all Work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the District's termination by convenience.

3.29 Termination by the District for Cause.

A. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper Materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Contract, and such nonperformance or violation continues without cure for seven days after the Contractor receives written notice of such nonperformance or violation from the District, then the District may, without prejudice to any right or remedy otherwise available to the District, terminate this Contract.

B. Substitute Performance. Upon termination of this Contract by the District, the District shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the District may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work, and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the District and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the District shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the District's assessment of the termination amount pursuant to the dispute resolution process set forth in in Part D of this Contract.

C. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the District may terminate this Contract, without prejudice to any right or remedy otherwise available to the District, upon giving three business days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the District may terminate this Contract by giving three business days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:

1. Promptly cures all breaches within such three-day period.
2. Provides adequate assurances of future performance.
3. Compensates the District for actual pecuniary loss resulting from such breaches.
4. Assumes the obligations of the Contractor within the established time limits.

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

that once assigned to Work under this Contract, key personnel shall not be removed or replaced without written notice to the District. If Key Personnel are not available for Work under this Contract for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the District and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

3.36 Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete this Contract within the Contract Time. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in general, be of its own choosing, provided such methods (A) follow best general practice and (B) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the District's right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

3.37 Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Architect to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located not less than six feet on center, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Architect, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed Work, the Contractor shall submit to the Architect for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of the pipe, bridge, and any other structures for which trenching is necessary.

3.38 Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to PAG Specifications, Section 105-2 (Plans and Working Drawings) and with the Specifications attached hereto as Exhibit A. Contractor shall furnish, within three business days following request therefore by the District, detailed drawings of the Work, samples of Materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to Materials specified in the Contract Documents, shall be clearly identified on submittals as "proposed substitutions" and shall be approved by the District in accordance with Section 2.4 above. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the District. Approval by the District shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.39 Cooperation with Utilities. The Contractor shall comply with the requirements of PAG Specifications 105-6.

3.40 Sampling and Testing. Sampling and testing shall conform to the requirements of the PAG Specifications, Section 106.

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.

3.48 Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable State and local laws, codes, regulations and ordinances and shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

3.49 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.50 Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor shall ensure that its employees and all other construction personnel working on this Project are warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet of clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractor shall ensure that its employees and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

3.51 Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by the District, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the District Representative find it necessary in his/her opinion to employ help to clean up, remove or store any of the foregoing due to failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from the District Representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of cleanup, removal or storage by the District, if not deducted by the District from monies due Contractor, shall be paid by Contractor within five business days of written demand by the District.

3.52 Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention and safety equipment and practices, including any accident prevention and safety program of the District; provided, however, that the District shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the District shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to Work for its employees and employees of its Subcontractors, laborers, suppliers of material and equipment and any other person visiting the Site, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the District deems unsafe until corrective measures satisfactory to

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

prior to fabrication of the signs. The Contractor shall maintain the signs as necessary and update the information as directed by the Architect. At the Final Completion of the Project, the Contractor shall remove and dispose of the signs. The Project signs shall be fabricated as follows: (1) the vinyl sheeting for the background, legend, and border shall be applied by heat bonding, except that the decal and legend for the project title, cost, and Contractor's name shall be pressure sensitive application; (2) the four foot by eight foot (4' x 8') signs shall be mounted four feet above the ground level and anchored three feet into the ground with concrete backfill around the posts; and (3) sign colors shall be black letters on white background, over a ghost image of the Rio Nuevo Multipurpose Facilities District logo. The information on the Project signs shall be in the format and fonts proportions as depicted on the sample sign below. The image template may be obtained from the Procurement Administrator as a computer image file.

GREYHOUND BUS TERMINAL YOUR TAX DOLLARS AT WORK	
Project No.	
Project Cost:	
Contractor:	Telephone:
Engineer:	Telephone:
City Engineering Department	Telephone:
24-Hour Project Hotline	Telephone:
Begin Construction:	End Construction:

C. 24-Hour Project Hotline. The Contractor shall be required to furnish a private 24-hour telephone line to be used solely for receiving incoming calls from local citizens or businesses with questions or complaints concerning Project construction operations or procedures (the "Hotline"). The Contractor shall include this Hotline telephone number on all public information distributed throughout the duration of the Project. Contractor shall ensure that Contractor personnel man the Hotline during all hours that there is any Work being performed on this Project; the Hotline shall be answered by a live answering service during all other hours. The Contractor shall maintain a log of incoming calls, responses and action taken that shall be submitted to the Architect weekly and upon request.

D. Public Meetings. The Contractor shall attend such public meetings as deemed necessary by the Architect.

E. Press Releases. The Contractor shall, at the request of the Architect, prepare press releases regarding the Project.

F. Payment for Public Notification. The District will pay, based on time and materials invoices, an amount not to exceed the amount designated in the Price Sheet and entitled COMMUNITY RELATIONS, for Work performed in accordance with the Notification Plan. Work that is eligible for reimbursement includes: the Project signs; the "Dear Neighbor" letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletter when necessary (at least monthly); temporary signs for local access; and maintaining the Hotline. No payment will be made under this

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

each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

3.61 Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the District, signed by the District Chairman. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

3.62 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Materials, Services or construction specified herein without the prior, written approval of the District. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

3.63 Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the District of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the District to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the District's acceptance of and payment for Materials or Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the District to insist upon the strict performance of this Contract.

3.64 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, notwithstanding PAG Specifications Section 105-20, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

3.65 Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the District: Rio Nuevo Multipurpose Facilities District
400 W. Congress, Suite 152
Tucson, AZ 85701
Attn: Fletcher McCusker, District Chairman

With copy to: GUST ROSENFELD P.L.C.
One S. Church Avenue, Suite 1900
Tucson, Arizona 85701
Attn: Mark Collins

If to Contractor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the

notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 3.70 below. To the extent necessary for the District to audit Records as set forth in this Section, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the District to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this Section. The District shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.

3.70 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District.

3.71 Right to Inspect Plant. The District may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

3.72 Warranties. Contractor warrants to the District that all Materials and equipment furnished shall be new unless otherwise specified and agreed by the District and that all Work shall be of first class quality, free from faults and defects and in conformance with this Contract. If at any time within two years following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or Materials): (A) any part of the Materials furnished in connection with the Work shall be or become defective due to defects in either labor or Materials, or both, or (B) Contractor's Work or Materials, or both, are or were not in conformance with original or amended Plans and Specifications, or supplementary shop drawings, then the Contractor shall upon written notice from the District immediately replace or repair such defective or non-conforming Material or workmanship at no cost to the District. Contractor further agrees to execute any special guarantees as provided by this Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the District and during the course of construction, to immediately re-execute, repair or replace any Work that fails to conform to the requirements of this Contract, whether caused by faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the District's written demand, the District shall have the right to have such Work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.

3.73 Inspection. All Materials and/or Services are subject to final inspection and acceptance by the District. Materials and/or Services failing to conform to the Specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the District may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the Work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

3.74 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of this Contract. If a tender is made which does not fully conform, this shall constitute a breach of this Contract as a whole.

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
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DIVISION 01 - GENERAL REQUIREMENTS

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

DIVISION 02 - EXISTING CONDITIONS

02 41 19	SELECTIVE DEMOLITION
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DIVISION 03 - CONCRETE

03 30 00	CAST-IN-PLACE CONCRETE
03 35 43	POLISHED CONCRETE FINISHING

DIVISION 05 - METALS

05 12 00	STRUCTURAL STEEL FRAMING
05 40 00	COLD-FORMED METAL FRAMING
05 50 00	METAL FABRICATIONS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

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

06 64 00 PLASTIC PANELING

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07 21 00 THERMAL INSULATION {BUILDING INSULATION}
07 25 00 WEATHER BARRIERS
07 42 13.13 FORMED METAL WALL PANELS
07 42 13.19 INSULATED METAL WALL PANELS
07 42 93 SOFFIT PANELS
07 54 23 THERMOPLASTIC POLYOLEFIN (TPO) ROOFING
07 62 00 SHEET METAL FLASHING AND TRIM
07 72 00 ROOF ACCESSORIES
07 90 00 JOINT PROTECTION

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08 31 13 ACCESS DOORS AND FRAMES
08 38 00 IMPACT TRAFFIC DOORS
08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 71 00 DOOR HARDWARE
08 80 00 GLAZING

DIVISION 09 - FINISHES

09 22 16 NON-STRUCTURAL METAL FRAMING
09 29 00 GYPSUM BOARD
09 30 13 CERAMIC TILING
09 51 13 ACOUSTICAL PANEL CEILINGS
09 65 13 RESILIENT BASE AND ACCESSORIES
09 91 13 EXTERIOR PAINTING
09 91 23 INTERIOR PAINTING

DIVISION 10 - SPECIALTIES

10 21 13.17 PHENOLIC-CORE TOILET COMPARTMENTS
10 26 00 WALL AND DOOR PROTECTION
10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES
10 44 13 FIRE PROTECTION CABINETS
10 44 16 FIRE EXTINGUISHERS
10 99 00 MISCELLANEOUS SPECIALTIES

DIVISION 12 - FURNISHINGS

12 24 13 ROLLER WINDOW SHADES

DIVISION 13 - SPECIAL CONSTRUCTION

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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

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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

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28 23 29	VIDEO SURVEILLANCE REMOTE DEVICES AND SENSORS

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

DIVISION 32 – EXTERIOR IMPROVMENTS

32 12 16	ASPHALT PAVING – SEE DRAWINGS
32 13 13	CONCRETE PAVING – SEE DRAWINGS
32 13 73	CONCRETE PAVING JOINT SEALANTS – SEE DRAWINGS
32 01 80	OPERATION AND MAINTENANCE OF LANDSCAPE AND IRRIGATION
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SEE DRAWINGS

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- 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 landscape details
- 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
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- s1.3 typical details
- s1.4 typical detailsand schedules
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- s3.0 framing plan
- s4.0 foundation andframing details

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- 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

a7.0 interiorelevations
a8.0 schedules
a9.0 details
a9.1 details
a9.2 details
a9.3 details
a9.4 details

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p1.0 plumbing plan - sewer & condensate
p1.1 plumbing plan - water & risers
p2.0 plumbing schedules & details

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e1.0 electrical symbols, details, light fixture schedule
e1.1 electrical details
e2.0 site electrical plan
e2.1 power plan
e2.2 lighting plan

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t3.0 its plan - details

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 CCVT 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**

1. Base Bid: Provide and install conduit and back boxes for installation of security system by others as shown on Teledata sheets
2. Alternate: Provide Full security system as shown on Teledata sheets and as specified

C. Alternate No. 3: Lobby Seating.

1. Base Bid: No lobby seating to be included in the base bid
2. Alternate: Provide and install lobby seating as specified and shown on the plans

D. Alternate No. 4: Insulated metal panels.

1. Base Bid: Exterior metal panel system to be standard horizontal metal siding manufactured by MBCI, design series – flat 12.0 Panel as specified or approved equal, as indicated on Drawings a4.0 building elevations, a5.0 building sections, and a5.1 building sections and as specified in Section 074213.13 "Formed Metal Wall Panels."
2. Alternate: Exterior metal panel system to be Centria Formawall Dimension series 2" horizontal flat architectural wall panels as specified or approved equal, as indicated on Drawings a4.0 building elevations, a5.0 building sections, and a5.1 building sections and as specified in Section 074213.19 "Insulated metal Wall Panels."

END OF SECTION 01 23 00

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: _____

G. Will substitution affect progress schedule? Yes ____ No ____ . If Yes, explain:

H. Will substitution require more license fees or royalties than specified product?
Yes ____ No ____ . If Yes, explain:

I. Will maintenance and service parts be locally available for substitution?
Yes ____ No ____ . If Yes, explain:

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution? Yes ____ No ____ . If no, explain what material substitutions will be required to make your proposed substitution compatible:

List materials that will be required to provide compatibility:

The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.

The undersigned understands and agrees that the substitution requested, including all supporting data, must be submitted to and be in the possession of the District ten (10) full calendar Days prior to the Bid Deadline, to be considered, including all supporting data for the substitution. Telegraphic (facsimile) or electronic (email) copies will not be considered.

Submitted by:

For District's Use Only:

Signature

Accepted:

Print Name

Accepted:

Title

By: Date:

Company Name

Remarks:

Address

District, State, Zip Code

Date

Telephone No.

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

[Price Sheet]

See following pages.

PRICE SHEET

W. E. O'Neil Construction Company, Inc.

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				952,492
Specifications Section 012300	Alternate A: CCTV System				25,844
Specifications Section 012300	Alternate B: Security System				3,944
Specifications Section 012300	Alternate C: Lobby Seating				23,182
Specifications Section 012300	Alternate D: Insulated Metal Panels				82,495
Specifications Section 012300	Alternate E: Concrete wall protection Curb				85
Specifications Section 012300	Alternate F: Aluminum Door frames and Wood doors				1,018
	SUBTOTAL				1,089,060
	ALLOWANCES				0
	TOTAL CONSTRUCTION COST*				1,089,060

*** 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

W. E. O'Neil Construction Company, Inc.

☒ **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.

LICENSE EFFECTIVE THROUGH: 10/31/2017
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



W E O'Neil Construction Company Inc

CONTRACTORS LICENSE NO. 68000 CLASS B-1

General Commercial Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH: 06/30/2018
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



WE O'Neil Construction Company Inc

CONTRACTORS LICENSE NO. 154620 CLASS B

General Residential Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH: 01/31/2017
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT
W E O'Neil Construction Company Inc



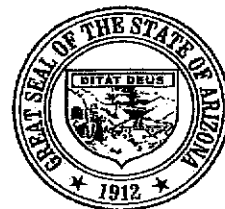
CONTRACTORS LICENSE NO 142078 CLASS A

General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

ARIZONA DEPARTMENT OF REVENUE
ATTN: License and Registration
PO BOX 29032
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

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.

2016

ISSUED TO: W E ONEIL CONSTRUCTION COMPANY
INC
2601 N FAIRVIEW AVE
TUCSON AZ 85705

ALL communications and
reports MUST REFER to
this LICENSE NO.

► LICENSE: 10085627
START DATE: 06/01/1982
ISSUED: 02/02/2016
EXPIRES: 12/31/2016

LOCATION: NUMBER 001
WE O'NEIL CONSTRUCTION COMPANY
INC
2601 N FAIRVIEW AVE
TUCSON AZ 85705
1600044378482

ARIZONA DEPARTMENT OF REVENUE



City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

W E O'NEIL CONSTRUCTION COMPANY INC
2601 N FAIRVIEW AVE
TUCSON AZ 85705

License Number: 0076533

Type: Municipal Tax

Issue Date: January 06, 2016

Expiration Date: December 31, 2016

Owner:

W E O'NEIL CONSTRUCTION COMPANY INC

This license / permit is non-transferable and must be posted
in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL
NOT BE CONSTRUED AS PERMISSION TO OPERATE
IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

FINANCE DEPARTMENT

REVENUE DIVISION - LICENSE

Expiration Date: December 31, 2016



Non-Transferable

0076533

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

Municipal Tax License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.
Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to
revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: W E O'NEIL CONSTRUCTION COMPANY INC

Located At: 2601 N FAIRVIEW AVE, TUCSON, AZ 85705

Effective: January 01, 2016

Please refer to license number in all correspondence.

By

Finance Director

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

[References]

See following pages.

REFERENCES

W.E. O'Neil Construction Company, Inc.

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: | Caterpillar Tucson Proving Grounds Mezzanine Addition |
| Address | 600 W. Caterpillar Trail |
| District/State/Zip Code | Green Valley, AZ 85622 |
| Contact: | Delmar Lowry |
| Telephone Number: | 520-648-4629 |
| Date of Contract Initiation: | September 1, 2015 |
| Date of Contract Expiration: | March 11, 2016 |
| Final Project Cost: | \$1,486,468 |
| Project Description: | Construction of a new mezzanine for office, meeting and training space within an existing Building |

- | | |
|------------------------------|---|
| 2. Company: | TKG Marshalls El Con Mall |
| Address | 3541 E. Broadway Blvd |
| District/State/Zip Code | Tucson, AZ 85716 |
| Contact: | Robert Green |
| Telephone Number: | 573-607-2014 |
| Date of Contract Initiation: | January 19, 2015 |
| Date of Contract Expiration: | July 6, 2015 |
| Final Project Cost: | \$2,227,302 |
| Project Description: | New 25,000 sf retail store at El Con Mall, including interior build out |

- | | |
|------------------------------|---|
| 3. Company: | Rendina Sierra Vista Medical Office Building |
| Address | 5750 E. Highway 90 |
| District/State/Zip Code | Sierra Vista, AZ 85635 |
| Contact: | Brad Shockley |
| Telephone Number: | 858-225-7891 |
| Date of Contract Initiation: | August 13, 2014 |
| Date of Contract Expiration: | April 30, 2015 |
| Final Project Cost: | \$6,734,774 |
| Project Description: | 55,000 sf 3 story medical office building and tenant improvements |

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

[Bid Bond]

See following page.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, W.E. O'Neil Construction Company, Inc. (hereinafter called Principal), as Principal, and Continental Casualty Company, a corporation organized and existing under the laws of the State of Illinois with its principal office in the District of Chicago, (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 Amount Bid** (Dollars) (\$ **10%**) 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.

WHEREAS, the Principal has submitted a bid/proposal for: Greyhound Terminal Relocation RN2016-07-01.
Project Address: 801 East 12th Street, Tucson, AZ 85719

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 25th day of July 20 16.

W.E. O'Neil Construction Company, Inc.
Principal Seal

By Richard K. Schmidt
Richard K. Schmidt, Vice President

Continental Casualty Company
Surety Seal

By J.C. Shively
J.C. Shively, Attorney-in-Fact

Koty-Leavitt Insurance Agency
Agency of Record

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Lloyd H Koty, Ferol A Wegner, Rachel Dias, J C Shively, Individually

of Tucson, AZ, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 18th day of June, 2015.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich
S. Eich Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 25th day of July, 2016.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult
D. Bult Assistant Secretary

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

[Key Personnel/Subcontractor Listing]

See following page.

KEY PERSONNEL/SUBCONTRACTOR LISTING

W. E. O'Neil Construction Company, Inc.

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

Category:

Personnel/ Subcontractor Name, Contact Information:

Earthwork	MAGNUM PAVING/SCOTT ABBELIAHY 520-623-1144
Landscaping	FOOTHILLS GROUNDS/MITCHELL BROWN 520-744-6699
Concrete	MENARY COMPANY/MIKE MENARY 520-664-1696
Structural - Misc. Steel	WE FAB STEEL/SCOTT KING 520-777-8275
Rough Carpentry	HOLDENESS SUPPLIES/DENNIS WILLIS 520-889-1300
Metal Panels	STEADFAST/BRENT GETTINGER 520-628-4200
Roofing	EAGLE ROOFING/CHUCK DAPONE 520-289-7438
Drywall & Framing	W.G. VALENZUELA/TOM ARINO 520-887-5652
Ceramic	LFS FLOORING/ALAN MUSSER 520-888-2211
Acoustical	JANNINGS/TED JANNINGS 520-471-0555
Painting	WISSE PAINTING/TERRY WISSE 520-327-3200
Cantilevered Bar Port	PARKIN SHADE/RUSSEN PETERSON 520-531-9224
Plumbing	R.G. & SONS/ADAM GONZALEZ 520-325-3766
HVAC	ACHILLES/SON ACHILLES 520-882-4518
Electrical	JPB ELECTRIC/MICKEY MAGEE SR. 520-419-8747

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 _____

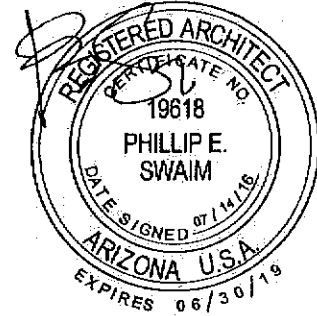
EXHIBIT K
TO
INVITATION FOR BIDS NO. RN2016-07-01
[Acknowledgments of Addenda received]

See following page(s).

ADDENDUM No. 1

PROJECT: Rio Nuevo Multipurpose Facility District
Greyhound Terminal Relocation
801 E 12th 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



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

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: W. E. O'Neil Construction Company, Inc.

C. Authorized Representative Signature: _____

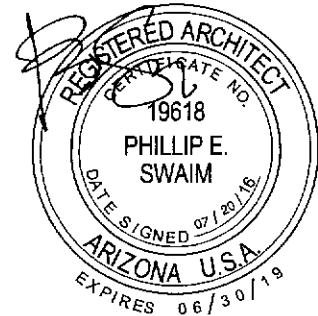
D. Signed by: Richard K. Schmidt

E. Title: Vice President Date: _____

ADDENDUM NO. 2

PROJECT: Rio Nuevo Multipurpose Facility District
Greyhound Terminal Relocation
801 E 12th 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



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

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: W. E. O'Neil Construction Company, Inc.

C. Authorized Representative Signature: _____

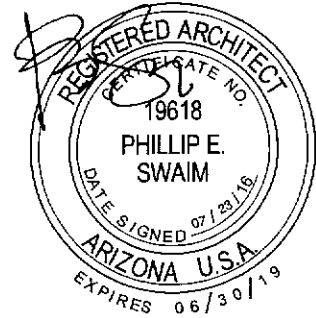
D. Signed by: Richard K. Schmidt

E. Title: Vice President Date: _____

ADDENDUM No. 3

PROJECT: Rio Nuevo Multipurpose Facility District
Greyhound Terminal Relocation
801 E 12th 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



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

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: W. E. O'Neil Construction Company, Inc.

C. Authorized Representative Signature: _____

D. Signed by: Richard K. Schmidt

E. Title: Vice President Date: _____

ADDENDUM NO. 4

PROJECT: Rio Nuevo Multipurpose Facility District
Greyhound Terminal Relocation
801 E 12th 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

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

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: W. E. O'Neil Construction Company, Inc.

C. Authorized Representative Signature: _____

D. Signed by: Richard K. Schmidt

E. Title: Vice President Date: _____

ADDENDUM No. 5

PROJECT: Rio Nuevo Multipurpose Facility District
Greyhound Terminal Relocation
801 E 12th 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

**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

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: W. E. O'Neil Construction Company, Inc.

C. Authorized Representative Signature: _____

D. Signed by: Richard K. Schmidt

E. Title: Vice President Date: _____

ADDENDUM NO. 6

PROJECT: Rio Nuevo Multipurpose Facility District
Greyhound Terminal Relocation
801 E 12th 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

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

SOLICITATION NO: RN2016-07-01
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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: W. E. O'Neil Construction Company, Inc.

C. Authorized Representative Signature: _____

D. Signed by: Richard K. Schmidt

E. Title: Vice President Date: _____