

NOTICE INVITING SEALED BIDS
Parking Lot Renovations

Sealed Bids will be received until 3:00 P.M. (Tucson Time), January 21, 2016, by Pima County Community College District ("Owner"), to do the work required for the Owner's Project known as Parking Lot Renovations ("Project"), which is located in Pima County, Arizona.

A MANDATORY Pre-Bid Conference will be held December 15, 2015, at 10:00 A.M. (Tucson Time) at the following location:

Pima Community College
West Campus
2202 W. Anklam Rd.
Tucson, AZ 85745
JG05 Community Room

Attendees will have fifteen minutes after the start time of the meeting to sign in. After that the attendance sheet will close. Failure to attend the mandatory Pre-Bid Conference will disqualify Bids received from any bidder not in attendance.

Questions pertaining to this bid must be communicated in writing and be received via email by December 23, 2015 at 3:00 P.M. (Tucson Time) Questions must be sent to the email address below and include the specified Bid Number, Project Name and Buyer's name in the subject field of the email. Any questions should include a reference to the appropriate page and section number of the bid. E-Mail questions to: do-bids-proposals@pima.edu . Answers will be posted as an addendum to our website by 5:00 P.M. (Tucson Time) on January 7, 2016.

Buyers Name/Title: Jan Posz, C.P.M.

Bids will be opened publicly at the Owner's office, 4905D East Broadway Blvd, Room D232, Tucson Arizona, at 3:00 P.M. (Tucson Time), January 21, 2016, and read aloud by a representative of the Owner. All information and Bids submitted by bidders will be made available for public inspection during regular business hours after an award is made, if any. Any bid received after the date and time listed above will be returned and not considered.

Copies of the NOTICE INVITING SEALED BIDS, Bid Documents and Forms as well as the College's CONTRACT AND GENERAL CONDITIONS BETWEEN OWNER AND CONTRACTOR are available on the Pima Community College Website:

<http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html>

The Owner intends to contract, if at all, with the lowest responsive and responsible bidder whose bid conforms in all material respects to the requirements of the bid documents, including the Plans and Specifications. "Responsive Bidder" means the bidder who submits a bid that conforms in all material respects to this Notice Inviting Sealed Bids, Instructions to

Bidders and the Plans and Specifications which are incorporated herein by this reference. "Responsible Bidder" means the bidder who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid. In order for the bid to be considered, bidders must complete and submit the Bid form and all other required forms, which are incorporated herein by reference.

A certified or cashier's check or Bid bond for ten percent (10%) of the Contract Amount proposed by the bidder must accompany each Bid as a guarantee that the bidder will enter into a contract to perform the work in accordance with the Plans and Specifications or as liquidated damages in the event of the bidder's failure or refusal to enter into a contract. The check or bond will be returned to the unsuccessful bidders. The successful bidder's check or bond will be returned upon the execution of satisfactory bonds and a contract as described by the bid documents.

It shall be mandatory on the contractor to whom the Contract is awarded, and upon any subcontractor under him, to comply in every respect with the applicable provisions of the Arizona Revised Statutes and with all other requirements of the laws of Arizona .

The bidder to whom the Contract is awarded shall furnish the Owner, within five (5) days after the award, satisfactory Payment and Performance Bonds in an amount equal to one hundred percent (100%) of the Contract Amount stated in the Bid. Individual surety bonds are not acceptable.

The Owner reserves the right to reject any or all Bids, to withhold the award of a contract for any reason it may determine and to hold any or all Bids for a period of forty-five (45) days. Any bid protests concerning this bid must be filed with the District Purchasing Director no later than the tenth calendar day following the date of award.

The Owner reserves the right to waive any irregularities in any Bid if such action is determined by the Owner, in its sole discretion, to be in the best interest of the Owner.

Mark Dworschak
Director Contracts & Purchasing
Pima County Community College District
District Office – Purchasing
4905 East Broadway, Room 232
Tucson, Arizona 85709-1420

TABLE OF CONTENTS

	<u>SECTION</u>
Instructions To Bidders	1
Contract and General Conditions between Owner and Contractor (Includes Exhibit A - Specifications and Drawings)	2
Bid Form	3
List of Subcontractors	4
Forms	5
Bid Bond	
Payment Bond	
Performance Bond	
Bidder's Information	
Contractor's Affidavit of Release of Liens	
Federal Debarred List Certification	
Affidavit of Non Collusion	

SECTION ONE
INSTRUCTIONS TO BIDDERS

1. BIDS

To be entitled to consideration, Bids must be made in accordance with the following instructions:

a. Before submitting a Bid, each bidder shall examine the Notice Inviting Sealed Bids, these Instructions to Bidders, the Drawings, Specifications, Contract and General Conditions Between Owner and Contractor, and all other documents comprising the Contract Documents, and fully inform himself of all existing conditions and limitations, and include in the Bid a sum to cover the cost of all work required by the Contract Documents. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or visit the site and acquaint himself with conditions existing there, shall in no way relieve any bidder from obligations with respect to his Bid or the Contract Documents.

b. Bids shall be made only upon the form provided therefor. All blank spaces in the form shall be filled in completely. If some spaces do not apply, so state. Monetary amounts shall be stated both in writing and in numerals and, in case of any discrepancy between the two, the amounts in writing shall take precedence. The signature shall be in longhand and shall be that of an individual legally authorized to sign such form and bind the bidder. The completed form shall be without interlineation, alteration, or erasure.

c. Bids shall not contain any recapitulation of the work to be done. No oral, telegraphic, fax or telephonic bids or modifications shall be considered.

d. Bids shall be delivered to the place designated in the Notice Inviting Sealed Bids on or before the date and hour set for the opening of bids. Bids shall be enclosed in an opaque, sealed envelope, bearing the Bid Number, the title of the Project and the name of the bidder, except for that portion of the Bid bearing the title "List of Subcontractors and Material Vendors," which shall be enclosed in a separate, opaque, sealed envelope, as hereinafter specified in these Instructions to Bidders. It is the sole responsibility of the bidder to deliver his bid before the scheduled closing time. Any bids received after the scheduled closing time will be returned unopened.

e. The Contract Amount quoted is to include the furnishing of all materials, plant, equipment, tools, and all other facilities called for in the Contract Documents, and the performance of all labor and services necessary or proper for the completion of the Project, except such as may be otherwise expressly provided for in the Contract Documents.

f. The Bid form must be used without alteration.

2. LIST OF SUBCONTRACTORS AND MATERIAL VENDORS

a. For use of the Owner in determining competency and capability of those who will work on the Owner's Project, and quality and workmanship of those who will supply material to the Owner's Project, each bidder is required to submit with his bid a list naming the subcontractors who will be used in performing the work. The list shall include any subcontractor that might be used in the event any or all of the various alternates are chosen by the Owner. The circumstances under which each subcontractor will be used must be specifically set forth by identifying alternates for which a particular subcontractor would be used.

b. ONE, and only one, subcontractor shall be submitted for each portion of the work for the Base Bid. The listing of more than one Subcontractor for any separate portion of the work shall be considered grounds for rejection of the bid by the Owner at the Owner's sole discretion.

c. The list shall be filled out and enclosed in a separate, opaque, sealed envelope bearing the title "List of Subcontractors," and the name of the bidder, and the envelope then inserted in the general bid envelope with the other forms. The list submitted by the successful bidder will be privately opened and will be retained by the Owner for record as a part of the Bid. The lists of other bidders will be returned unopened.

d. No subcontractor not named in such list and approved by the Owner may be employed on the Owner's Project without express written permission of the Owner, notwithstanding any other provision of the Contract Documents which may be interpreted to the contrary. Should a change in the approved list become necessary in the opinion of the successful bidder, a written request shall be submitted to the Owner stating the reason for the change, and written approval of the Owner must be obtained before such change is made. This provision shall apply to work listed to be performed by the bidder, as well as work listed to be performed by vendors or subcontractors.

e. By this requirement of a List of Subcontractors, the Owner does not establish any contractual relation between the Owner and any subcontractor, nor will the Owner inquire into contractual or other relations of the bidder with any subcontractor, nor does this list establish limits to the contracts between the bidder and any subcontractor. The sole purpose and function of such requirement is set forth in the first sentence of the first paragraph of this section.

f. If prior to the signing of the Contract the Owner has a reasonable objection to any person or organization on the List of Subcontractors, the Owner shall notify the apparent successful bidder in writing of such objection. Failure of the Owner to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization except in the case where a subcontractor is later found not to be qualified by law.

g. If, prior to the signing of the Contract, regardless of whether the Owner has evidenced any intention to award the Contract to Contractor or not, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization except where such refusal is a result of the failure of a subcontractor to qualify by law, the apparent successful bidder may, prior to the signing, withdraw his bid without forfeiture of bid security. If the bidder submits an acceptable substitute the Owner may, at his discretion, accept or disqualify the bid.

3. BASE BID AND ALTERNATES

The Base Bid shall include all work as set forth on the Drawings, in the Specifications, and in all Contract Documents, plus the specified Contingency Reserve Fund and Cash Allowance, if any. Alternate bid items are described in the Specifications and indicated on the Bid. The Owner shall have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

4. BID SECURITY

All Bids shall be accompanied by the bid security in the form and amount as published in the Notice Inviting Sealed Bids and as acceptable to the Owner, and shall be payable without conditions to the Owner as a guarantee that the bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required by the Contract Documents, and will furnish good and sufficient bonds for the faithful performance of the work and payment of all claimants supplying labor or materials. The bid security must be enclosed in the same envelope with the Bid.

Note: The Notice Inviting Sealed Bids requires that this bid security will also serve as liquidated damages in the event the Contractor fails or refuses to enter into a contract. Mistake shall not excuse any failure or refusal to enter into a contract.

5. WITHDRAWAL OF BID

Any bidder may withdraw his Bid, either personally or by telegraphic or written request, at any time before the scheduled closing time for receipt of Bids. No bid may be withdrawn for at least forty-five (45) days after the date the bids are opened, nor may any bid be withdrawn between the scheduled closing time for receipt of Bids and the time the bids are actually opened.

6. INTERPRETATIONS AND ADDENDA

Following the Mandatory Pre-Bid Conference, all prospective bidders shall have an opportunity to submit questions or request clarifications to drawings or other Contract Documents in writing to the Owner regarding the Project. The due date for these questions or clarifications is specified on the NOTICE INVITING SEALED BIDS for the project. The Owner shall post a response or Addendum to the Bid documentation on the College website under the Bid Number. The bidder submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. The Owner will not be

responsible for any explanations or interpretations except those duly issued in the form of written addenda. Receipt of any addenda so issued during the time of bidding shall be included in the bid and shall be acknowledged in the Bid and be made a part of the Contract Documents.

7. APPROVAL OF EQUAL ITEMS OF EQUIPMENT AND/OR MATERIALS BEFORE SUBMISSION OF BIDS

Products are generally specified by reference standard and/or manufacturer's name and model number or trade name. When specified only by reference standard, the bidder may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the bidder has the option of using any product and manufacturer combination listed.

When a specific manufacturer, installer (where pre-qualification is required), trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. If the bidder desires to use other than that specified, he shall request approval of such substitution in the manner specified below:

a. Prior Approvals: Substitutions will be considered only when a written request has been submitted by a bidder, who shall be a general contractor qualified to submit a bid to the Owner, for approval at least fourteen (14) calendar days prior to the original date for receipt of bids. No approvals will be granted to suppliers, distributors or subcontractors. Each request shall include all information requested hereinafter. If the Owner approves any proposed substitution, such approval shall be set forth in an Addendum.

b. Submittal Requirements: All requests shall contain sufficient information, descriptive brochures, drawings, performance and test data, samples or other data as is necessary for complete evaluation and shall indicate by direct comparison how the proposed substitution compares with the specified equipment or material in every material respect with that specified. Each submittal shall be well marked and identified as to the type and kind of items proposed to be substituted. It is the sole responsibility of the bidder to submit complete descriptive and technical information so that the Owner can make a complete evaluation. Lack of sufficient information will be cause for rejection. References to catalogs will not be acceptable. Submittals shall be accompanied by a written statement from the manufacturer or contractor on his letterhead certifying that the proposed substitution meets or exceeds that specified in all aspects and that it will coordinate properly with related construction. Any redesign necessitated by the substitution shall be paid for by the Contractor.

c. As set forth in the Specifications, the bidder's request for prior approval shall include, without limitation:

- (1) Complete data substantiating compliance of the proposed substitution with the Contract Documents.

- (2) Product identification, including manufacturer's name, address and telephone number.
- (3) A tabulation comparing the specified product manufacturer's complete product description, performance test data and reference standards with the same information for the proposed products.
- (4) Samples and colors of the proposed products.
- (5) Names and addresses of similar projects in which the proposed product was used and the date of installation.
- (6) For construction methods, include a detailed description for proposed method and drawings illustrating same.
- (7) Accurate cost data on proposed substitution in comparison with product or method specified.

d. Any bidders, other than the bidder who requested a particular substitution, who choose to utilize a prior approved item, as approved by Addendum, shall comply with all terms and conditions of the original prior approval submittal. All provisions of this Paragraph 8 regarding using of substitutions shall apply to any bidder who chooses to utilize such substitution.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one bid for the same work. A person, firm, or corporation who has submitted a sub-bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders.

9. ACCEPTANCE OR REJECTION OF BIDS

The Owner reserves the right to reject any or all bids and to waive any informalities in the Bids received. The award of the Contract, if made by the Owner, will be made to the responsible and qualified bidder submitting the lowest bid, but the Owner shall determine in its own discretion whether a bidder is responsible and qualified to perform the Contract, what bid is the lowest, and whether it is in the interest of the Owner to accept the bid.

10. AGREEMENT AND BONDS

The form of agreement which the successful bidder will be required to execute, and the forms and amounts of surety bonds required at the time of execution of the agreement, are included in the Contract Documents and must be carefully examined by the bidder. As noted in the instructions, all bids must include any exceptions requested from the Contract Documents; subsequent requests for deviation from the Contract Document will not be considered. All sureties must be authorized to do business in Arizona, listed on the U.S. Department of Treasury's list of approved sureties, and must be satisfactory to the Owner. No individual

sureties are acceptable. The successful bidder must furnish the required bonds and insurance certificates and commence work within five (5) days after issuance of the Notice of Intent to Award and Notice to Proceed. By submission of a Bid, a bidder will be deemed, and agrees to be so treated, to have actual notice of every term of every Contract Document.

11. NON-COLLUSION AFFIDAVIT

The successful bidder, before the award of the Contract, shall submit to the Owner non-collusion affidavits covering the bidder and all subcontractors.

12. LIST OF COMPARABLE PROJECTS

If requested by Owner, the bidder must submit, within 24 hours after bid opening, a list of all projects undertaken within the three (3) years immediately preceding the bid date and a Contractor's Qualification Statement in the form of AIA A-305. Such list shall include the name, address and phone number of the owner and the architect of each project, the contract amount, and the starting date. Bidder consents to the use of the list and Qualification Statement by Owner to inquire into bidder's fitness, capabilities and responsibility in connection with Owner's consideration of the bid. Bidder agrees to hold harmless the Owner, the Architect, and each owner and architect listed from any action or claim that might arise from any adverse report received by Owner concerning bidder's performance on the projects listed. Failure to furnish a complete list and Qualification Statement as required herein may be considered grounds for rejection of the bid by the Owner, at the Owner's sole discretion.

13. BID PROTESTS

Any bid protests concerning this bid must be filed with the District Purchasing Director no later than the tenth calendar day following the date of award at: 4905D East Broadway Blvd, Tucson, Arizona 85708-1420.

SECTION TWO
CONTRACT AND GENERAL CONDITIONS
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, made this _____ day of _____, 201__, by and between _____, hereinafter called the "Contractor," and Pima County Community College District, operating in Pima County, hereinafter called the "Owner":

W I T N E S S E T H:

That the Contractor and the Owner agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS.

1.1.1 The following listed documents constitute the Contract Documents, and they are all as fully a part of the Contract and General Conditions as if herein repeated:

1. This Contract and General Conditions between Owner and Contractor.
2. Notice of Award and Receipt of Notice
3. Notice to Proceed and Receipt of Notice
4. Performance Bond and Payment Bond.
5. Addenda Nos. _____ dated _____.
6. Specifications and Drawings (as modified by the above-referenced Addenda and selected alternates as listed herein, if any) as set forth in the bid document, incorporated herein by reference..
7. Bid Form, dated _____.
8. Instructions to Bidders.
9. Notice Inviting Sealed Bids.
10. Certificates of Insurance.

1.1.2 In the event of any inconsistency between any of the terms of the before enumerated documents, such inconsistencies shall be resolved by giving precedence to the terms of the lowest numbered of the above numbered documents. Anything in these Contract Documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Contract shall be a part of

the Contract between the parties and shall take precedence over all of the other Contract Documents.

ARTICLE 2
SCOPE OF WORK

2.1 As required by the Contract Documents, the Contractor shall furnish and install all of the materials and labor and perform all of the work for the Owner's Project known as _____ ("Project" herein).

ARTICLE 3
CONTRACT AMOUNT, TIME, LIQUIDATED DAMAGES AND EARLY COMPLETION BONUS

3.1 CONTRACT AMOUNT. The Owner shall pay the Contractor the sum of _____ Dollars (\$_____) for the Base Bid and alternates _____, which is the Contract Amount. This sum is subject to additions or deductions made in accordance with the provisions of the Contract Documents.

3.2 CONTRACT TIME. The Contract Time as used and defined in Article 11 herein shall be _____ (____) calendar days.

3.3 LIQUIDATED DAMAGES AND EARLY COMPLETION BONUS.

3.3.1 Liquidated damages **N/A**

3.3.2 Early Completion Bonus **N/A**

3.4 CHANGE ORDERS. Limits on the amount of overhead and profit allowed on Change Orders are specified in Article 15. An item of additional work or change in Plans and Specifications which involves an extra cost shall be valid only if authorized by Change Order in accordance with Article 15 of this Contract and General Conditions.

ARTICLE 4
DEFINITIONS AND GENERAL PROVISIONS

4.1 OWNER AND CONTRACTOR. The Owner and the Contractor are those herein defined in this Contract and General Conditions. They are treated throughout the Contract Documents as though each were of the singular number and masculine gender.

4.2 SUBCONTRACTOR. See Article 8.

4.3 NOTICE. See Articles 7 and 10.

4.4 TIME. See Articles 3 and 11.

4.5 COST. The term "Cost" shall include all charges, costs, losses and expenditures of every kind whatsoever for the Work, or portion thereof to which reference is made with respect to this term.

4.6 FINISH, SUBSTANTIAL COMPLETION AND FINAL COMPLETION DATES. See Article 11.

4.7 MODIFICATIONS. See also Article 1. A Modification is:

.1 A written amendment to the Contract and General Conditions signed by all parties;

.2 A Change Order properly signed by all parties pursuant to Paragraph 15.1; or

.3 A Field Order for a minor change in the Work issued by the Owner pursuant to Paragraph 15.4.

A Modification may be made only after execution of the Contract and General Conditions.

4.8 CONTRACT. The Contract consists of all the Contract Documents enumerated in Article 1. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Paragraph 4.7.

4.9 WORK. The term "Work" includes, without limitation, furnishing all labor, administrative services and supervision necessary to produce the construction required by the Contract Documents and furnishing and installing all materials and equipment incorporated, or to be incorporated, in such construction to complete the Project.

4.10 PROJECT. The Project is the total construction designed by the Owner of which the Work performed under the Contract Documents may be the whole or a part.

4.11 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS.

4.11.1 The Contract and General Conditions shall be signed by the Owner and the Contractor. By executing the Contract and General Conditions, each party accepts and agrees to be bound by each of the Contract Documents listed in Article 1.

4.11.2 By executing the Contract and General Conditions, the Contractor represents and warrants that he has visited the site, has familiarized himself with the local conditions under which the Work is to be performed, including any and all relevant weather conditions or records or both, and correlated all of his observations with the requirements of the Contract Documents.

4.11.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include, without limitation, all labor, materials, equipment and other items as provided in Subparagraph 7.4.1 necessary for the proper execution and completion of the Work. Words and abbreviations which have well known technical or trade meanings are used herein in accordance with such recognized meanings.

4.11.4 The organization of the Specifications into divisions, sections and articles, and the arrangements of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade, or constituting part of the Contract or having any legal or contractual significance.

4.11.5 Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Owner in accordance with any schedule agreed upon, or with reasonable promptness in any case. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents.

4.12 COPIES FURNISHED AND OWNERSHIP.

4.12.1 The Contractor will be furnished, free of charge, all copies of Contract Documents reasonably necessary for the execution of the Work as determined by the Owner in his sole discretion.

4.12.2 All Drawings, Specifications and other data, and copies thereof, furnished to the Contractor are and shall remain the property of the Owner. They are not to be used on any other project, and, with the exception of one set for each party to the Contract, are to be returned to the Owner upon request at the completion of the Work.

4.12.3 It shall be the responsibility of the Contractor to ensure that each Subcontractor, Sub-subcontractor and supplier has a current set of those portions of the Construction Documents that may be required for proper execution of their respective portions of the Work.

ARTICLE 5
OWNER'S REPRESENTATIVE

There will be no Owner's Representative assigned to this project

ARTICLE 6
OWNER – CONTRACT ADMINISTRATION

6.1 DEFINITION. The Owner is the person or organization identified as such in the Contract and General Conditions.

6.2 ADMINISTRATION OF THE CONTRACT.

6.2.1 The Owner will provide general administration of this Contract, including performance of the functions hereinafter described.

6.2.2 The Owner shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Owner may perform their functions under the Contract Documents.

6.2.3 The Owner shall make periodic visits to the site to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. These visits shall be of the frequency necessary to adequately observe the progress of the Work. On the basis of his on-site observations, he shall endeavor to guard against defects and deficiencies in the Work of the Contractor. The Owner shall not be responsible for the Contractor's ways and means, methods, techniques and procedures in the construction of the Project or for enforcement of safety requirements on the Project.

6.2.4 Based on such observations and the Contractor's Applications for Payment, the Owner will make recommendations as to the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Subparagraph 12.4.1.

6.2.5 The Owner will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor, except where otherwise provided herein. The Owner will promptly render such interpretations as he may deem necessary for the proper execution or progress of the Work.

6.2.6 All claims, disputes and other matters in question relating to the execution or progress of the Work, payment, time extension or interpretation of the Contract Documents shall be submitted to the Owner in the manner provided by Subparagraph 12.4.4, within the time limits prescribed in Subparagraph 15.2.1, for decision by the Owner, as the subject of the matter may require, which will be rendered in writing within a reasonable time.

6.2.7 The Owner's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

6.2.8 If a decision of the Owner states that it is final but subject to appeal, no claim, dispute or other matter covered by such decision may be made later than thirty (30) days after the date on which the party making the demand received the decision.

6.2.9 The Owner shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Owner's reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will require the Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work as provided in Subparagraph 10.8.2, whether or not such Work be then fabricated, installed or completed.

6.2.10 The Owner will review Shop Drawings, Product Data and Samples promptly as provided in Subparagraphs 7.12.1 through 7.12.8, inclusive.

6.2.11 The Owner will prepare Change Orders in accordance with Article 15 and will have authority to order minor changes in the Work not involving extra cost as provided in Subparagraph 15.3.

6.2.12 The Owner will conduct inspections to determine the date or dates of Substantial Completion and Final Completion and shall issue a Certificate of Substantial Completion and of Final Completion. He will receive written guarantees, record drawings, maintenance manuals and related documents required by the Contract and assembled by the Contractor.

6.2.13 The Owner will not be responsible for the acts or omissions of the Contractor, any Subcontractors or Material Vendors, or any of their agents or employees, or any other persons performing any of the Work.

6.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER.

6.3.1 The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project.

6.3.2 Information or services under the Owner's control shall be furnished by the Owner with promptness to avoid delay in the orderly progress of the Work.

6.3.3 All final decisions concerning Change Orders, Payments, Substantial Completion, Final Completion, Liquidated Damages and Contract Time shall be reserved to the Owner, and this provision of the Contract shall take precedence over any other term hereof.

6.3.4 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by separate contractors, payments, completion and insurance in Articles 9, 12 and 14, respectively.

ARTICLE 7 CONTRACTOR

7.1 DEFINITION.

7.1.1 The Contractor is the person or organization identified as such in this Contract and General Conditions and the term "Contractor" means the Contractor or his authorized representative. The Contractor, and all Subcontractors employed on the Project, shall possess valid Arizona Contractor's Licenses as required by law.

7.1.2 Whenever the words "as may be directed," "suitable," "or equal," "as approved," or other words of similar intent and meaning are used within the Contract Documents implying that judgment or discretion is to be exercised or a decision is to be made, it is understood that it is the judgment, discretion or decision of the Owner to which reference is made.

7.1.3 All materials and articles of any kind necessary for this Work are subject to the approval of the Owner as provided in the Contract Documents.

7.1.4 After execution of the Contract, changes of brand named, trade named, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Owner, in which case the Owner shall receive all benefit of the difference in cost involved, except where choice of material or method is designated "or equal" or "acceptable alternates" in the Specifications.

7.2 REVIEW OF CONTRACT DOCUMENTS AND EXAMINATION OF SITE.

7.2.1 By executing this Contract, the Contractor warrants that he has examined the site and carefully studied and compared the Contract and General Conditions, Drawings, Specifications, Addenda, and all other Contract Documents before so executing the Contract. The Contractor shall at once report to the Owner any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions so long as the Owner is notified thereof, unless discovery of such error, inconsistency or omission should have been made by careful examination of the Contract Documents prior to submitting a Bid. The Contractor shall do no Work without appropriate Contract Documents, or where required, approved Shop Drawings, Product Data, Samples or interpretations from the Owner.

7.2.2 The Contractor shall be required to use for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale. In the absence of figured dimensions, the Owner shall be notified and the dimensions provided within a reasonable time. Drawings shall not be scaled in the absence of figured dimensions.

7.2.3 The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, levels of grades, walks, driveways, or other existing conditions, before executing any work. Contractor shall immediately report to the Owner any discrepancies between the Plans and actual field conditions. Failure to report any discrepancy within 24 hours after discovery will constitute a waiver of any claim arising out of such discrepancy. This provision shall have precedence over any other notice provisions contained herein.

7.3 SUPERVISION AND CONSTRUCTION PROCEDURES. The Contractor shall supervise the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

7.4 LABOR AND MATERIALS.

7.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, transportation and any other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. No materials shall be incorporated into this Work that contains any asbestos.

7.4.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner unless approved in advance by Change Order.

7.4.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. When requested by the Owner, the Contractor shall remove from the Project any person who commits trespass or is, in the opinion of the Owner, disorderly, dangerous, insubordinate, incompetent or violates any policies of the Owner. The owner will document the request within 1 work day if requested by the Contractor. The Contractor shall keep the Owner harmless from damages or claims for compensation that may occur in the enforcement of this requirement. The Contractor shall not permit the use of tobacco products (except in designated areas), alcohol or illegal drugs on the project site.

7.5 WARRANTY.

7.5.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

7.5.2 The warranty provided in Paragraphs 7.5 and 18.1 shall be in addition to and not in limitation of any other warranty or remedy available pursuant to law or the Contract Documents.

7.6 TAXES. The Contractor shall pay all sales, consumer, use, transaction privilege and other taxes required by law in connection with the performance of this Contract, whether in force as of the date of this Contract or later imposed. If the Contractor's principal place of business is not in Arizona, Contractor shall post a bond for taxes in compliance with A.R.S. § 42-5007 and furnish evidence of such bond to Owner prior to submitting any application for payment hereunder

7.7 PERMITS, FEES AND NOTICES.

7.7.1 Unless otherwise provided in the Plans, Specifications or by Addendum, the Contractor shall secure and pay for all permits, fees, inspections and re-inspections necessary for the proper execution and completion of the Work, including, without limitation, the following permits and fees: building, plumbing, mechanical, electrical permits, water meters, water service fees, sewer connection fees, sewer fees or assessments, gas service fees and electric service fees payable to the utility companies. The Contractor shall procure and pay for all necessary utilities for the Project, including temporary utility hook-ups and utilities used in course of construction.

7.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner in writing. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto, including any attorneys' fees incurred by Owner in connection therewith.

7.8 SUPERINTENDENT. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Contractor shall assign to the Project a Superintendent prior to the pre-construction meeting and shall furnish to the Owner the Superintendent's resume. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

7.9 RESPONSIBILITY FOR THOSE PERFORMING THE WORK. The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying any material or equipment to be incorporated in the Work under a contract of any nature with the Contractor.

7.10 PROGRESS SCHEDULE AND REPORTS.

7.10.1 The Contractor, within fourteen (14) days after being awarded the Contract, shall prepare and submit for the Owner's review his planned Construction Progress Schedule for the Work as provided in the Specifications. The Construction Progress Schedule shall be related to the entire Project and shall indicate the dates for the starting and completion of the various components and phases of construction and shall be revised monthly or as required by the conditions of the Work, upon request of and subject to the review of the Owner. The Contractor shall comply with the requirements of the Specifications in connection with the preparation and revision of the Construction Progress Schedule. The Contractor agrees to promptly respond to all inquiries by the Owner concerning significant deviation of the progress of construction from the Construction Progress Schedule. Failure to timely respond to such request or significant delay from the Construction Progress Schedule may result in progress payments being withheld. Approval of the Construction Progress Schedule by the Owner shall not relieve the Contractor from his obligation to complete the Project within the Contract Time.

The Contractor shall furnish to the Owner four (4) copies of a complete list of all major items of architectural, mechanical, plumbing and electrical equipment and materials within fourteen (14) days of the Start Date. Include projected dates of submittal of all items of material for which submittals are required and delivery dates of all items of material and equipment that are considered by the Owner, in his sole discretion, critical or which may require, in order to obtain, long lead time. Submit a complete list. A partial list will not be acceptable unless prior permission is obtained from the Owner. The Contractor shall prepare and provide to the Owner a weekly Construction Schedule Status Report which will inform the Owner that, with respect to each category of the Construction Progress Schedule and each item on the material delivery date list, the work or delivery is: (a) on schedule; (b) behind schedule, but will not interfere with the completion of the Project within the Contract Time specified in the Contract; or (c) behind schedule and may prevent the completion of the Project within the Contract Time. In the event that the Construction Schedule Status Report indicates that a delay has occurred or may occur that may prevent the completion of the Project within the Contract Time because the Work in a particular category is behind schedule or a delay in material deliveries is anticipated, the Construction Schedule Status Report shall contain a statement of what corrective measures are being undertaken by the Contractor.

7.10.2 For purposes of determining time extensions resulting from additional work ordered by the Owner, adverse weather or other delays, all float or slack time in the Construction Progress Schedule shall be owned and controlled by the Owner. The Owner shall allow use of such float or slack time by the Contractor as long as such allocation of float or slack time does not adversely affect the completion date of the Project. No additional time shall be allowed for claims for delay, whether or not caused by or the fault of the Owner, if such delay is less than the available float or slack time available for the particular task.

7.11 DRAWINGS AND SPECIFICATIONS AT THE SITE.

7.11.1 The Contractor shall maintain at the site for the Owner one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, other Modifications, and manufacturers' printed specifications and recommendations, in good order and marked carefully, legibly and accurately to record on a daily basis all changes made during construction, all of which shall be available to the Owner at all times. These Drawings shall be delivered to the Owner upon completion of the Work. The Drawings indicating the changes shall be maintained throughout the duration of the Project and are the Record Drawings which shall be transferred to electronic media by the Owner

7.11.2 The Contractor shall also submit to the Owner for his record three (3) copies each (unless otherwise specified) of all manufacturers' maintenance manuals, printed specifications and recommendations, which by reference in the several divisions of the Specifications are a part thereof.

7.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

7.12.1 Shop Drawings and Product Data are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are required by the Contract Documents and are prepared by the Contractor or any Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor, and which illustrate or describe some portion of the Work.

7.12.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.

7.12.3 The Contractor shall review, correct any errors, stamp with his approval and submit, with promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents or subsequently by the Owner as covered by Modifications. Shop Drawings, Product Data and Samples shall be properly identified as specified, or as the Owner may require. At the time of submission, the Contractor shall inform the Owner in writing of any deviation in the Shop Drawings, Product Data or Samples from the requirements of the Contract Documents. The Owner's responsibility for reviewing Shop Drawings, Product Data, Samples and other submissions of the Contractor are limited to those required by the Contract Documents or Modifications to the Contract Documents.

7.12.4 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and that he has checked and coordinated all Shop Drawings, Product Data and Samples with the requirements of the Work and of the Contract Documents.

7.12.5 The Owner will review and take other appropriate action with respect to Shop Drawings, Product Data and Samples with reasonable promptness so as to cause no delay, but only for conformance with the Contract Documents.

7.12.6 The Contractor shall make any corrections required by the Owner to comply with the Contract Documents and shall resubmit the required number of corrected copies of Shop Drawings, Product Data or new Samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings and Product Data to revisions other than the corrections requested by the Owner on previous submissions.

7.12.7 The Owner's review of Shop Drawings, Product Data or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation, nor shall the Owner's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples.

7.12.8 No portion of the Work requiring a Shop Drawing, Product Data or Sample submission shall be commenced until the submission has been approved by the Owner. All such portions of the Work shall be in accordance with approved Shop Drawings, Product Data and Samples.

7.13 **CUTTING AND PATCHING OF WORK.** Any cutting and patching required shall be performed in accordance with instructions contained in the technical specifications of this project.

7.14 **CLEANING UP.**

7.14.1 The Contractor at all times during the progress of the Work shall keep the buildings and site free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project, as well as all his tools, construction equipment, machinery and surplus materials not specified to be left at the site, and shall clean all glass surfaces and other areas or materials as specified, and leave the Work "broom-clean" or its equivalent, except where more stringent cleaning requirements are provided by the Contract Documents.

7.14.2 If the Contractor fails to satisfactorily clean up, the Owner will do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 10.6.

7.15 **COMMUNICATIONS.** The Contractor shall forward all written communications to the Owner except where otherwise required herein.

7.16 **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings),

relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

ARTICLE 8 SUBCONTRACTORS

8.1 DEFINITION.

8.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to supply materials or equipment or to perform any of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

8.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with the Subcontractor to perform any of the Work at the site, or to supply any materials or equipment to be used in the Project. The term "Sub-subcontractor" is referred to throughout the Contract Documents as singular in number and masculine in gender, and means a Sub-subcontractor or an authorized representative thereof.

8.1.3 Nothing contained in the Contract Documents shall create any contractual, master-servant or principal-agent relationship between the Owner, and any Subcontractor or Sub-subcontractor.

8.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

8.2.1 If, after the actual signing of this Agreement, the Owner refuses to accept any person or organization on the Subcontractor and Material Vendor List for good and substantial reason, the Contractor shall submit an acceptable substitute and the Contract Amount shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract Amount shall

be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto.

8.2.2 The Contractor shall not contract with any Subcontractor proposed to perform portions of the Work designated in the Construction Documents, or if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has not been accepted by the Owner. The Contractor will not be required to contract with any Subcontractor against whom he has a reasonable objection.

8.2.3 If the Owner requires a change of any proposed Subcontractor previously accepted by it, the Contract Amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

8.2.4 The Contractor shall not make any substitution for any Subcontractor who has been accepted by the Owner unless the substitution is approved in writing by the Owner.

8.2.5 Notwithstanding any provisions to the contrary in the Contract Documents, if any Subcontractor listed is found not to be qualified to perform public work as a matter of law, upon written notice from the Owner, the Contractor shall submit a qualified Subcontractor for the Owner's approval and shall substitute such qualified and approved Subcontractor at no additional cost to the Owner.

8.3 SUBCONTRACTUAL RELATIONS.

8.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

.1 preserve and protect the rights of the Owner under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

.2 require that such work be performed in accordance with the requirements of the Contract Documents;

.3 require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 12;

.4 require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-Subcontractor where appropriate) in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

.5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Article 14, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under Article 14; and

.6 obligate such Subcontractor specifically to consent to the provisions of this Paragraph 8.3.

8.4 PAYMENTS TO SUBCONTRACTORS.

8.4.1 The Owner may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

8.4.2 The Owner shall not have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

ARTICLE 9 SEPARATE CONTRACTS

9.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with other portions of the Project under conditions similar to this Contract.

9.2 MUTUAL RESPONSIBILITY OF CONTRACTORS.

9.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction to the site and storage of their materials and equipment thereon and the execution of their work, and shall properly connect and coordinate his Work with theirs.

9.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

9.2.3 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon written notice, promptly attempt to settle such other contractor's claim. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall promptly notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment against the Owner arises therefrom, the Contractor shall promptly pay or satisfy it and shall

immediately, upon presentation to it of a statement thereof, reimburse the Owner for all attorneys' fees and court costs which the Owner has incurred.

9.3 CUTTING AND PATCHING UNDER SEPARATE CONTRACTS.

9.3.1 The Contractor shall do all cutting, fitting or patching of his Work that may be required to fit it to receive or be received by the work of other contractors indicated in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Owner.

9.3.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

9.4 **OWNER'S RIGHT TO CLEAN UP.** If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 7.14, the Owner may clean up and charge the cost thereof to the several contractors as the Owner shall determine to be just.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 **LAW OF THE PLACE.** The Contract shall be governed by the law of the State of Arizona, and any other subordinate jurisdiction in which the Project is located.

10.2 **SUCCESSORS AND ASSIGNS.** The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or any part hereof or sublet it as a whole or in part without the written consent of the other, nor shall the Contractor assign or pledge any monies due or to become due to him hereunder without the previous written consent of the Owner.

10.3 **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

10.4 **CLAIMS FOR DAMAGES.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, which claim is not covered by Article 15 hereof, a claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

10.5 PERFORMANCE BOND AND PAYMENT BOND. The Contractor shall furnish and maintain performance and payment bonds as required by Arizona law covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties as may be agreeable to the Owner. The premiums shall be paid by the Contractor. The Contractor shall, prior to commencement of the Work, submit such bonds to the Owner. Individual sureties are not acceptable.

10.6 OWNER'S RIGHT TO COMPLETE THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and/or his surety, if any, and without prejudice to any other remedy he may have, proceed to make such other necessary and reasonable arrangements to carry out the Work in accordance with the Contract Documents, all at the expense of the Contractor, including the Owner's attorneys' fees and other costs.

10.7 ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims from infringement of any patent right and shall save the Owner harmless from loss on account thereof, including Owner's attorneys' fees and court costs, except that Owner shall be responsible for all such loss when a particular design, process or product of a particular manufacturer or manufacturers is specified. But, if the Contractor has reason to believe that the design, process or products specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives information to the Owner prior to starting the Work.

10.8 TESTS.

10.8.1 Where the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any of the Work to be inspected, tested or approved, the Contractor shall give the Owner timely notice of its readiness and of the date arranged so the Owner may observe such inspection, testing or approval. The Owner shall pay the cost of all such tests, except where otherwise provided herein, and except for retest or re-inspection of Work which fails to comply with the Contract Documents.

10.8.2 All equipment and materials used in the construction of the Project, especially those upon which the strength and durability of the structure may depend, shall be subject to adequate inspection and testing in accordance with accepted standards to establish conformity with Specifications, applicable codes and standards and suitability for use intended, all as set forth more particularly in the Specifications.

10.8.3 If after the commencement of the Work the Owner determines that any of the Work requires special inspection, testing or approval which Subparagraph 10.8.1 does not include, he will, upon written authorization from the Owner, order such special inspection, testing or approval, and the Contractor shall give notice of readiness as in Subparagraph 10.8.1. If such special inspection or testing reveals a failure of the Work to comply:

- .1 with the requirements of the Contract Documents, or
- .2 with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Work,

the Contractor shall bear all costs thereof, including the cost of the Owner's additional services made necessary by such failure, and the costs of such inspection or testing and other expenses related thereto, including without limitation Owner's legal fees, if any, incurred in connection with advising Owner of such failure of compliance; otherwise, the Owner shall bear such costs.

10.8.4 Required certificates of re-inspections or testing to secure compliance with Clauses 10.8.3.1 or 10.8.3.2 above shall be paid for by the Contractor.

10.8.5 If the Owner wishes to observe the inspections, tests or approvals required by this Paragraph 10.8, he will do so promptly and, where appropriate, at the source of supply.

10.8.6 The observations of the Owner in his administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor, shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

10.9 LEGAL FEES AND COSTS. The prevailing party shall be entitled to recover its attorneys' fees, any costs of suit, any expert witness fees and the actual cost of any test or inspection incurred in connection with any effort undertaken to enforce any of the terms of this Contract.

ARTICLE 11 TIME AND LIQUIDATED DAMAGES

11.1 CONTRACT TIME, LIQUIDATED DAMAGES AND RELATED PROVISIONS.

11.1.1 It is understood and agreed that the construction of the Work under the Contract Documents shall be commenced on the date stated in the Notice to Proceed issued by the Owner and shall be Substantially Complete by the Contractor no later than the number of consecutive calendar days from that date, which number is the Contract Time as specified in Paragraph 3.2, herein. The Contract Time is the period of time from (1) the date specified in the Notice to Proceed as the date upon which the Contractor is to commence the Work (the "Start Date"), through (2) the date when the agreed time for Substantial Completion of the construction of the Project expires (the "Finish Date"). The date of beginning, rate of progress, and time for completion are essential conditions of the Contract, and the Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the Contract Time specified. It is expressly agreed that the Contract Time is reasonable.

11.1.2 If the Substantial Completion Date as defined in Subparagraph 11.1.3 for the Project or any Phase thereof occurs after the expiration of the Contract Time, the Contractor shall pay the Owner the amount or amounts stated in Article 3 as liquidated damages for each calendar day the Work remains incomplete after expiration of the Contract Time. These amounts are agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Owner would sustain. It is expressly agreed that the amounts of liquidated damages set forth herein are reasonable. Said amounts may be retained from time to time by the Owner from payments due the Contractor.

11.1.3 The date of the Substantial Completion of the Work, or designated portion thereof, is the date established by a Certificate of Substantial Completion prepared by the Owner when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so that the Owner may occupy the Project, or a designated portion thereof, if he so elects, for the use for which it is intended. Certification of a designated portion of the Work by the Owner as being "Substantially Complete" and occupancy of that portion thereafter by the Owner shall neither release, or otherwise operate to excuse, the Contractor from his duty to complete the remainder of the Work within the Contract Time nor relieve the Contractor from any liability for not completing expeditiously the remainder of Work.

11.1.4 The Final Completion Date is the calendar date when all items of the Work are one hundred percent (100%) finished, with no items of any scope, large or small, outstanding and remaining to be completed, and all known defective work has been corrected. When the Owner certifies in writing, pursuant to the terms of Subparagraph 12.6.2, that the Final Completion Date is reached and it is approved by the Owner, the Contractor may make application for final payment pursuant to Subparagraph 12.6.2.

11.2 PROGRESS AND COMPLETION.

11.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

11.2.2 The Contractor shall begin the Work on the Start Date as defined in Subparagraph 11.1.1. He shall carry the Work forward expeditiously with adequate forces and shall complete it as required herein.

11.3 DELAYS AND EXTENSIONS OF TIME.

11.3.1 If the Contractor is delayed at any time in the progress of the Work by any cause which the Owner determines may justify the delay, including, but not limited to, unforeseeable cause beyond the control and without the fault or negligence of the Contractor, its agents and employees and Subcontractors and Sub-subcontractors and their agents and employees, including, but not restricted to: acts of God, acts of the public enemy, acts of the Owner, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather over the entire Contract Time, then the Contract Time shall be extended by Change Order for such

reasonable time as the Owner may determine. No extension of the Contract Time pursuant to this paragraph shall relieve the Contractor from any obligation attendant upon him under any of the provisions of this Contract. It is expressly agreed that the Owner's liability for delay from any cause shall be limited to granting a time extension to the Contractor, and there is no other obligation, expressed or implied, on the part of the Owner to the Contractor for delay from any cause other than Owner caused delay. If the Contractor makes a claim for delay, as provided herein, for which he alleges that the Owner is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties, the Owner agrees to negotiate with the Contractor the validity of such claim and the amount of damages incurred by the Contractor, if any.

11.3.2 The Contractor's Construction Progress Schedule must reflect the anticipated adverse weather delays on all weather dependent activities.

11.3.3 All claims for extension of time shall be made in writing to the Owner no more than fifteen (15) days after the occurrence of the delay; otherwise, they shall be waived. In the case of a continuing cause of delay, only one claim is necessary, and the Contractor shall promptly notify the Owner in writing of the date of the termination of the continuing cause of delay.

11.3.4 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 4.12.5 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.

ARTICLE 12 PAYMENTS AND COMPLETION

12.1 **CONTRACT AMOUNT.** The Contract Amount is as stated in this Contract and General Conditions and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents, subject to credits or increases resulting from Change Orders.

12.2 **SCHEDULE OF VALUES.** Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values reflecting as nearly as reasonably possible the actual values of the various components of the Work aggregating the total Contract Amount, prepared in such form as Owner may require, and supported by such data to substantiate its correctness as the Owner may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule shall be used only as a basis for the Contractor's Application for Payment.

12.3 **PROGRESS PAYMENTS IF PRE-AUTHORIZED BY OWNER**

12.3.1 On or about the first day of each calendar month during the course of construction, the Contractor shall submit to the Owner an itemized Application for Payment,

which shall be AIA Document G702 and G703, supported by such data substantiating the Contractor's right to payment as the Owner may require.

12.3.2 Payments shall be based on the Work actually performed during the preceding calendar month. Payment may be made for materials not incorporated in the Work but delivered and suitably stored at the site under such conditions agreed upon in writing by the Owner.

12.3.3 Material delivered and suitably stored at the site by the Contractor, Subcontractors, Sub-subcontractors, or Material Vendors shall be insured to the full value of the material and shall be suitably stored and protected. Only such material that is in accordance with the Contract Documents shall be installed into the Work. Until the Final Completion and acceptance of the Work by the Owner, it shall be the Contractor's responsibility to protect all materials installed in or delivered to the Project.

12.3.4 The Contractor warrants and guarantees that title for all work, materials and equipment covered by the Contract Documents shall pass to the Owner upon Final Completion and acceptance by the Owner and that such work, materials and equipment shall be free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 12 as "claims".

12.4 CERTIFICATION OF PAYMENT.

12.4.1 If the Contractor has made Application for Payment as above, the Owner shall approve or modify the Application and forward for payment for such amount as the Owner determines to be properly due, or state in writing the Owner's reasons for withholding, in whole or in part, the amount applied for as provided in Subparagraph 12.5.1.

12.4.2 The Application for Payment will constitute a representation by the Contractor to the Owner, that:

.1 the Work has progressed to the point indicated;

.2 to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Final Completion, and to any specific qualifications stated in his certification of the Application for Payment); and

.3 the Contractor is entitled to payment in the amount certified.

12.4.3 The Owner shall make a payment to the Contractor on the basis of the value of the Work actually performed during the preceding calendar month in accordance with Subparagraph 12.3.2, less the amount of retention specified in Subparagraph 12.4.5 hereof. Such payments shall be made within thirty (30) days after receipt of Application for Payment. If

the Contractor has properly requested the Owner pursuant to Subparagraph 12.3.1 of this Contract and General Conditions to accept substitute security, the Owner shall pay to the Contractor one hundred percent (100%) of the value of the Work actually performed during the preceding calendar month in accordance with this Paragraph 12. If the Contractor did not request an acceptance of substitute security, made an incomplete or incorrect assignment or made a legally insufficient assignment of substitute security, as determined by Owner or Owner's attorney, the Owner shall retain the amount of such approved Application for Payment specified in Subparagraph 12.4.5 hereof as a guarantee of the complete performance of the Contract. Any amounts retained or any securities held by Owner shall be returned to the Contractor within sixty (60) days after the Final Completion Date as specified in Subparagraph 12.6.2 of this Contract and General Conditions, provided the Contractor has by that time duly furnished the Owner any and all documents indicated to be furnished by the close out requirements of the Specifications or required for the proper maintenance and functioning of the Work as a whole. The Contractor shall submit along with the Application for Payment lien waivers from each subcontractor, materials or equipment supplier, the aggregate sum of which shall be the amount of the previous progress payment issued to the Contractor. If lien waivers from all subcontractors, materials or equipment suppliers do not equal the aggregate sum of the previous progress payment, the Contractor shall submit the following statement along with the current progress payment request: "I hereby certify as General Contractor on this project that I have paid all subcontractors, materials or equipment suppliers, for the Work provided in conjunction with the Project for which I have previously received payment."

12.4.4 In his Application for Payment, or in a separate notice, the Contractor shall include and itemize, and furnish such supporting particulars as the Owner shall require, all claims for additional compensation against the Owner arising under the Contract Documents or any covenant thereof, express or implied, or from any cause whatsoever, within the time limits prescribed in Subparagraph 15.2.1. It is expressly covenanted that the purpose of this provision is to guard the Owner against surprise claims, to permit the Owner to investigate claims as the same may arise, and to prevent vexatious litigation of claims. It is expressly covenanted that the Owner shall have no liability on any claim unless such claim was submitted in writing at the time and in the manner required hereby.

12.4.5 The Owner shall retain ten percent (10%) of the amount of each Application for Payment as insurance of proper performance of the Contract. Once the Contract is fifty percent (50%) complete, one-half of the retention then held shall be paid to the Contractor provided the Contractor is making satisfactory progress and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty percent (50%) completed, five percent (5%) of the amount of each subsequent Application for Payment shall be retained provided the Contractor is making satisfactory progress on the Project. If at any time the Owner determines that the Contractor is not making satisfactory progress, then the Owner may retain ten percent (10%) of all subsequent Applications for Payment.

12.4.6 No certificate for a progress payment, nor an acceptance of any security in lieu of the cash retention, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

12.5 PAYMENTS WITHHELD.

12.5.1 The Owner may decline to certify payment and may withhold his Certificate in whole or in part if, in his opinion, he is unable to make representations to the Owner as provided in Subparagraph 12.4.2. The Owner may also decline to certify any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective work not remedied,
- .2 claims filed or reasonable evidence indicating probable filing of claims,
- .3 reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount,
- .4 damage to the Owner or another contractor,
- .5 reasonable indication that the Work will not be completed within the Contract Time, or
- .6 unsatisfactory prosecution of the Work by the Contractor.

12.5.2 When the grounds in Subparagraph 12.5.1 are removed, or in the case of 12.5.1.3 above, when the Owner is satisfied that the Contractor will complete the Project at the agreed upon price, payment shall be made for amounts withheld because of them.

12.6 SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

12.6.1 When the Contractor believes that the Work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall prepare for submission to the Owner a "punch list" of items to be completed or corrected. Any item on such list shall be completed or corrected before the Final Completion Date without regard to whether such item may be characterized by anyone as a "warranty item" or otherwise. The failure to include any items on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Owner, on the basis of an inspection, determines that the Work or a portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion, which shall be AIA Document G704, which shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance. The Certificate(s) of Substantial Completion shall be submitted to the Owner for their written acceptance of the responsibilities assigned to them in such Certificate.

12.6.2 Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the Owner will promptly make such inspection and, when the

Owner finds (1) the Work acceptable under the Contract Documents; (2) the Contract fully performed; and (3) the Final Completion Date has been reached, as that term is defined in Subparagraph 11.1.4, then, and only then, the Contractor shall promptly issue a final Invoice stating that, to the best of his knowledge, information and belief, and on the basis of observations and inspections, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due the Contractor is payable, and that any securities held by the Owner in lieu of a cash retention are returnable. The Contractor's written notice required by this Paragraph shall state the Date of Final Completion.

12.6.3 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety to final payment; (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, to the extent and in such form as may be designated by the Owner; and (4) written certification by the Contractor, and such subcontractors, material suppliers and manufacturers as the Owner shall designate, that no materials have been incorporated into the Work which contain any asbestos.

12.6.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except previously made in writing and still unsettled.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

13.1 SAFETY PRECAUTIONS AND PROGRAMS. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in compliance with all local, state and federal laws and regulations.

13.2 SAFETY OF PERSONS AND PROPERTY.

13.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss, to:

.1 all employees engaged in the Work and all other persons who may be affected thereby;

.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

13.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

13.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

13.2.4 All damage or loss to any property referred to in Clauses 13.2.1.2 and 13.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

13.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Owner.

13.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

13.3 EMERGENCIES. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided by the applicable provisions of the Contract Documents.

ARTICLE 14 CONTRACTOR'S INSURANCE

14.1 GENERAL REQUIREMENTS The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the District and possessing a current A.M. Best, Inc. Rating of B++6.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the District, constitute a material breach of the Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the District.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the District, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the District under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the District, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The District reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The District shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the District's right to insist on, strict fulfillment of Contractor's obligations under the Contract.

The insurance policies, except Workers' Compensation, required by the Contract shall name the District, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

14.2 REQUIRED COVERAGE

14.2.1 General Liability - Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The Contractor's policy shall be endorsed to include a separate designated construction project general aggregate limit applicable to this project with a per project limit of \$1,000,000 which coverage will be at least as broad as insurance Service Office, Inc. Policy Form CG 25030397. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's, Additional Insured, Form B CG20101185, and shall include coverage for Contractor's operations and products and completed operations.

14.2.2 Certificates of Insurance - Prior to commencing Services under the Contract, Contractor shall furnish the District with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the Contract are in full force and effect.

In the event any insurance policy(ies) required by the contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the District thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the Contract shall be identified with a bid serial number and title.

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the District.

14.2.3 Automobile Liability - Contractor shall maintain and cause any subcontractors to maintain Commercial/Business Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

14.2.4 Workers' Compensation - This Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$2,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

ARTICLE 15
CHANGES IN THE WORK AND CLAIMS

15.1 CHANGE ORDERS.

15.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Contract Amount and/or the Contract Time shall be adjusted accordingly pursuant to the terms of the Contract Documents.

15.1.2 A Change Order is a written amendment to the Contract Documents signed by the Owner and the Contractor, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Amount or the Contract Time. The Contract Amount and the Contract Time may be changed only by Change Order.

15.1.3 The debit or credit, as the case may be, to the Owner resulting from a change in the Work shall be determined in one or more of the following ways as mutually agreed:

- .1 by a lump sum properly itemized and supported as described below in order to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 by actual cost and specified percentage fee covering overhead and profit.

The total amount of overhead and profit allowed on any Change Order, whether increase or decrease, shall not exceed 15% of the direct costs of the Change Order Work when the Work is performed by the Contractor, or 5% of the Direct Costs for the Contractor's overhead and profit and 15% for the Subcontractor's overhead and profit when the Work is performed by any level of Subcontractor or Sub-subcontractor. The aforesaid amounts shall include the general conditions, overhead and profit for both the Contractor, Subcontractor(s), and Sub-subcontractor(s), if any. The costs of bond premiums and sales tax shall be added, in that order, after calculation and addition of overhead and profit.

The overhead and profit margin shall cover the costs of any additional supervision and project management, including the Contractor's and any Subcontractor's job superintendent, project manager, estimator, field office support, home office support, small tools and all other general conditions items.

For each and every proposed change in the Contract Amount, the Contractor shall provide an itemized breakdown of direct costs, hereinafter called the cost breakdown, that: (1) clearly describes each item, location and scope of work; (2) identifies in detail all labor (by trade classification), materials, equipment and services required to complete the work; (3) lists and extends all respective man hours (or unit hours), labor rates, quantities of materials,

dimensions used to compute quantities, material units and unit prices, equipment time and rental rates. This cost breakdown shall be organized in a format that clearly identifies the subtotal of direct costs before overhead (if any), profit, bond and tax are added. The cost breakdown format is subject to the approval of the Owner.

Change bids from the Contractor shall include separate cost breakdowns as described above from any and all Subcontractors involved with the change. Subcontractor cost breakdowns are to be in writing on their letterhead and signed by the Subcontractor. Contractor shall provide any additional data needed to substantiate costs of changes, including invoices from suppliers and payroll information upon request of the Owner. The Contractor shall respond to requests for quotations from the Owner within five (5) calendar days.

The Direct Cost is defined as the lowest locally available cost to the Contractor or Subcontractor after all discounts, rebates and concessions are calculated. The Direct Cost is the basis for computing Contractor and Subcontractor overhead and profit margins. The Direct Costs that may be included in the price of a change are limited to the following items directly attributable to the change in the Work:

1. Costs of materials, including cost of delivery;
2. Cost of labor, including social security, old age and employment insurance, and fringe benefits required by agreement and workers' compensation insurance;
3. Rental value of equipment used to perform the Work.

15.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

15.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Amount shall be adjusted by Change Order upon claim by either party made in compliance with Subparagraph 12.4.4 and within the time limits prescribed in Subparagraph 15.2.1.

15.1.6 If the Contractor claims that additional cost or time is involved because of:

- .1 any written interpretation issued pursuant to Subparagraph 4.12.5,

- .2 any order by the Owner to stop the Work pursuant to Subparagraph 5.2.11 where the Contractor was not at fault, or
- .3 any written order for a minor change in the Work issued pursuant to Paragraph 15.3,

the Contractor shall make such claim as provided in Paragraph 15.2.

15.2 CLAIMS FOR ADDITIONAL COST OR TIME. If the Contractor decides to make a claim for an increase in the Contract Amount or any other claim, except one for an extension of Contract Time, he shall give the Owner written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim or include such notice in the Application for Payment for the month in which the event giving rise to the claim occurred, whichever is earlier. Notice of a claim for extension of Contract Time shall be given within fifteen (15) days of the occurrence of the event giving rise to such claim. Any notice other than one made for an extension of the Contract Time shall be given by the Contractor before proceeding to execute the Work which is the subject matter of the claim, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Subparagraph 13.3.1. All claims shall be made as provided in Subparagraph 12.4.4 within the time limits prescribed herein, and no such claim shall be valid unless so made. No change in the Contract Amount or Contract Time resulting from such claim shall be valid unless approved by the Owner and authorized by Change Order.

15.3 MINOR CHANGES IN THE WORK. The Owner has authority to order minor changes in the Work not involving an adjustment in the Contract Amount or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

15.4 FIELD INFORMATION MEMOS. The Owner may issue written Field Information Memos which interpret the Contract Documents in accordance with Subparagraph 4.12.5 or which order minor changes in the Work in accordance with Paragraph 15.3 without change in Contract Amount or Contract Time. The Contractor shall carry out such changes specified in the Field Information Memos promptly.

ARTICLE 16 UNCOVERING AND CORRECTION OF WORK

16.1 UNCOVERING OF WORK.

16.1.1 If any Work should be covered contrary to the request of the Owner, it must, if required by the Owner, be uncovered for his observation and replaced, all at the Contractor's expense.

16.1.2 If any other Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement after approval by the Owner shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by a separate contractor employed as provided in Article 9, and in that event, the Owner shall be responsible for the payment of such costs.

16.2 CORRECTION OF WORK.

16.2.1 The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Final Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

16.2.2 If, within two (2) years after acceptance of the Work by the Owner or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, including the original conformance with the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor, without cost to the Owner, shall correct it promptly after receipt of a written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition.

16.2.3 All such defective or non-conforming Work under Subparagraphs 16.2.1 and 16.2.2 shall be removed from the site where necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

16.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

16.2.5 If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after receipt of a statement of charges therefor, the Owner may, upon ten (10) additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs that should have been borne by the Contractor, including compensation for additional architectural services and any attorneys' fees incurred by Owner in connection therewith. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner, and all attorneys' fees and other costs that the Owner may incur in collecting same.

16.2.6 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 10.6.

16.2.7 The obligations of the Contractor under this Paragraph 16.2 shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

16.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Amount, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 17 TERMINATION OF THE CONTRACT

17.1 TERMINATION BY THE CONTRACTOR. If the Work is stopped for a period of thirty (30) days, and the Owner is immediately notified of such stopping, under an order of any court or other public authority having jurisdiction through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, and by reason of some act or omission of Owner, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including the percentage profit stated in Paragraph 3.4 herein for Work accomplished through the date the notice of termination is given.

17.2 TERMINATION BY THE OWNER.

17.2.1 If the Contractor files or has filed against it any petition in bankruptcy, or if he makes a general assignment for benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or sufficient and proper materials to complete the Work in accordance with the Progress Schedule and Contract Time, or he fails to make prompt payments to Subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and/or his surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. Termination of the Contract under this Subparagraph 17.2.1 shall not relieve the Contractor of any warranty obligations he would otherwise have on all Work performed hereunder, and such obligations shall survive termination of this Contract.

17.2.2 If the unpaid balance of the Contract Amount exceeds the costs of finishing the Work, including attorneys' fees and all other costs incurred by Owner in completion of the Contractor's obligations, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 18
WARRANTY AND SITE CONDITIONS

18.1 TWO-YEAR WARRANTY.

18.1.1 The Contractor shall warrant all Work under this Contract against defects of material and workmanship for a period of at least two (2) years from the Final Completion Date; provided, however, that those items of the Work specified as having longer warranties shall be warranted for the period specified.

18.1.2 The Contractor shall be responsible for the total cost of repairing and restoring such defective Work to a new condition, at no cost to Owner.

18.1.3 In any case where the subject matter of the defect relates to Work done under a subcontract between the Contractor and any Subcontractor, it is the responsibility of the Contractor, not the Owner, to secure the Subcontractor's performance in compliance with this Paragraph and, in the event of the Subcontractor's failure or refusal within a reasonable time to perform after notice, it shall be the Contractor's responsibility to repair and restore such defective Work to a new condition, at no cost to Owner.

18.1.4 In any case where the defective Work has been brought to the attention of the Contractor by the Owner and the Contractor fails or refuses to correct it, the Owner may elect, without precluding its use of any other remedy it may have available to it, to have the defective Work repaired and restored to a new condition in whatever manner it deems appropriate, regardless of the cost, and the Contractor shall be liable to the Owner for the total cost thereof, including, without limitation, any architectural and legal fees related to effecting the repair.

18.1.5 Material and workmanship made good through compliance with such warranty shall be subject to the same warranty period as the original materials and workmanship. Such warranty period shall begin on the date the replaced material and work is certified as acceptable in writing by the Owner.

18.2 USE OF PREMISES.

18.2.1 The Contractor shall confine his equipment and plant, the storage of materials, and the operations of his workmen to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the premises with materials or equipment.

18.3 SEVERABILITY. In the event any provision in this Contract is held invalid by any court of competent jurisdiction, the remaining provisions in this Contract shall be deemed severable and shall remain in full force and effect.

18.4 IMMIGRATION LAW COMPLIANCE.

18.4.1 The Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its subcontractors of every tier certifying compliance and shall furnish the statements to the Owner upon request. These warranties shall remain in effect through the term of the Contract, and the Contractor and its subcontractors of every tier shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work pursuant to this Contract. I-9 forms are available for download at USCIS.GOV.

18.4.2 The Owner may request, and the Contractor agrees to furnish, verification of compliance from the Contractor or its subcontractors of any tier performing work pursuant to this Contract. Should the Owner reasonably believe or discover that the Contractor or its subcontractors of any tier are not in compliance, the Owner may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor or its subcontractors. All costs necessary to verify compliance are the responsibility of the Contractor.

18.5 CANCELLATION. This Agreement is subject to cancellation by the Owner for violation of the provisions of Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, four (4) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first above written.

OWNER: Pima County Community College

By _____ Date _____
Its _____

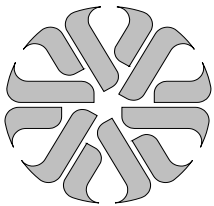
CONTRACTOR: _____

By _____ Date _____
Its _____

November 2015

**SPECIFICATIONS FOR
PIMA COUNTY COMMUNITY COLLEGE
Renovation of Parking Lots (see site plans)
TUCSON, AZ 85709**

Pima County Community College District



**Facilities – Maintenance and Security
6680 S. Country Club Rd.
Tucson, AZ 85709-1700**

Multi-Campus Renovation of Parking Lots

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

DIVISION 1 GENERAL REQUIREMENTS

01010	SUMMARY OF THE WORK
01027	INVOICES
01060	REGULATORY REQUIREMENTS
01200	PROJECT MEETINGS
01230	ALTERNATES
01270	UNIT PRICES
01280	CHANGE ORDERS
01300	SUBMITTALS
01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
01600	MATERIALS AND EQUIPMENT
01630	SUBSTITUTIONS
01650	WARRANTY
01700	CONTRACT CLOSEOUT

END OF TABLE OF CONTENTS

01000 DIVISION I - GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF THE WORK

01010.01 GENERAL:

- a. Requirements of "Instructions to Bidders" become a part of this work.
- b. The scope of this contract consists of labor, materials, and equipment as specified in other Divisions of these specifications, as necessary to provide the complete work as follows:

Base Bid

PCC Desert Vesta Campus, 5901 S. Calle Santa Cruz, Tucson, Az. 85709

Crack Seal, and Slurry Coat of Parking Lots and Drives.
See Attached Slurry Coat, and Crack Sealing Specifications, and Site Maps.

PCC Northwest Campus, 7600 N. Shannon Rd. Tucson, Az. 85709

Crack Seal and Slurry Coat of Parking Lots and Drives. See
Attached Slurry Coat, and Crack Sealing Specifications, and Site Maps.

PCC Maintenance and Security, 6680 S. Country Club Rd, Tucson, AZ.

Remove and Replace with 4”(2x2) Asphalt.
See Attached Asphalt Specifications and Site Maps.

PCC District Office, 4905 E. Broadway Blvd, Tucson AZ. 85709

Crack Seal and Slurry Coat of Parking Lots and Drives.
See Attached Slurry Coat, and Crack Sealing Specifications, and Site Maps.

Alternate 1

PCC Maintenance and Security, 6680 S. Country Club Rd, Tucson, AZ.

Crack Seal and Slurry Coat of Parking Lots and Drives.
See Attached Slurry Coat, and Crack Sealing Specifications, and Site Maps.

Alternate 2

PCC West Campus, 2202 W. Anklam Rd, Tucson Az. 85709

Crack Seal, and Slurry Coat of Parking Lots and Drives.
See Attached Slurry Coat, and Crack Sealing Specifications, and Site Maps.

Multi-Campus Renovation of Parking Lots

Striping

Parking lots are to be striped per original layout. Paint striping will be done in two complete coats.

c. Contract Time:

Start of Construction:

Final Completion:

- d. Warranty: If, within two (2) years after the date of Substantial Completion of the work, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor will correct it promptly after receipt of written notice from the Owner. See Section 01650.

01010.02 DEFINITIONS:

- a. The term "Contractor" means the person or organization awarded the contract to complete work specified herein, and will be a General Contractor registered and licensed by the State of Arizona.
- b. The term "Owner" as used herein means Pima County Community College District of the State of Arizona. The Owner's Representative is the AVC of Facilities, or his designee, and will act on behalf of the Owner. Communication is not received unless directed to the attention of the Owner's Representative.

01010.03 INTENT OF DOCUMENTS:

- a. Specifications are cooperative and supplementary. The Intent of the Bid Documents is to include labor, materials and services necessary for proper completion of this project.
- b. Completeness and correctness of Bid Documents will be verified before execution by Contractor who will notify the owner of any errors, inconsistencies or omissions within five (5) days. The Contractor will be liable to the Owner for any damages resulting from any errors, inconsistencies or omissions and knowingly failed to report it. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the owner, the Contractor will assume appropriate responsibility for such performance and will bear an appropriate amount of the attributable costs for correction.

01010.04 PROTECTION OF ADJACENT PROPERTY:

Multi-Campus Renovation of Parking Lots

- a. Contractor is responsible for preservation of public and private property on the surface or underground, along and adjacent to work, and will conduct his/her operations to ensure prevention of injury or damage.
- b. Whenever direct or indirect damage or injury is done to public or private property by or on account of acts, omissions, neglect or misconduct in the execution of work, or in consequence of non-execution on the part of the Contractor, such property will be restored by Contractor at his/her expense, to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring same, or the contractor will make good such damage or injury in an acceptable manner to Owner.

SECTION 01027 INVOICES

- a. Invoices will include the following: Contractor's invoice number; invoice date; official project title; current purchase order number and reference to any change orders for which payment is being requested; number of invoice pages; and dates covered by the invoice. Payment of invoices that do not contain the correct current purchase order may be delayed.
- b. The Contractor will promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor will, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

SECTION 01060 REGULATORY REQUIREMENTS:

01061.01 STANDARDS, CODES, AND LAWS:

- a. Project will be completed in accordance with federal, state, and local codes, laws, regulations, and rules that govern such operations, including fire codes.
- b. Material and products are specified for their appropriateness in the completed work. Contractor is responsible for: Providing training and education to the Contractor's employees and obtaining and distributing information regarding the potential dangers and appropriate safety measures for material and products during the work as required by the Occupational Safety and Health Administration, Hazard Communication Standard and the State of Arizona.

01061.02 PERMITS AND LICENSES:

Contractor will secure required permits, arrange for inspections as required, and secure

Multi-Campus Renovation of Parking Lots

necessary approvals, including but not limited to: Tucson Developmental Services - Sign Permits for signs in easements. The Owner will pay for the direct cost of required permits through change order with no contractor markups.

SECTION 01200 PROJECT MEETINGS:

01200.01 A pre-construction conference will be called by the Owner's Representative for the purpose of discussing execution of work. Contractor and any subcontractors whose presence is necessary or requested must attend.

01200.02 Job site Coordination Meetings may be called by Owner as deemed necessary to coordinate, expedite, or schedule the work of this contract.

01200.03 When installation begins, Progress Meetings may be held at the job site with the Owner's representative, and the Contractor's Project Manger and Superintendent. The Contractor will report on the progress of the construction, review "as-built" conditions, provide an update on the schedules, and notify the Owner of any action required on their part.

SECTION 01230 ALTERNATES

01230.01 RELATED DOCUMENTS:

General provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

01230.02 DEFINITION - ALTERNATES:

An Alternate is an amount proposed by Bidders stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to/deducted from the Base Bid amount if the Owner decides to accept a change in either the amount of work, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

01230.03 COORDINATION:

Coordinate related Work and modify or adjust adjacent work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation which are reasonably inferable from the specifications and site plan describing the Alternate.

01230.04 BID:

Multi-Campus Renovation of Parking Lots

Indicate the amount of each alternate separately on the bid form. Indicate if the alternate amount is to be added to the base bid or deducted from the base bid. The alternate amount must include all costs related to the alternate such as, but not limited to, cost to coordinate related work, subcontractor costs, taxes, and cost of bond.

01230.05 NOTIFICATION:

Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

01230.06 SCHEDULE OF ALTERNATES:

A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.

Alternate 1:

Alternate 2:

SECTION 01270 UNIT PRICES

01270.01 RELATED DOCUMENTS:

General provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

01270.02 DEFINITION – UNIT PRICES:

Unit price is an amount proposed by Bidders, stated on the Bid Form, as a price per unit of measurement for materials, services or for certain work defined in the Bidding Requirements that may be added to/deducted from the Base Bid amount if the Owner decides to accept a change in either the amount of work, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

01270.04 PROCEDURES:

Multi-Campus Renovation of Parking Lots

Indicate the amount of the Unit Price on the Bid Form. Unit prices include costs related to the unit cost such as, but not limited to, necessary materials, cost for delivery, installation, cost to coordinate related Work, subcontractor costs, insurance, applicable taxes, overhead, and cost of bond.

Owner reserves the right to reject Contractor's measurement of proposed work that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

01270.05 LIST OF UNIT PRICES:

List of Unit Prices: A list of unit prices is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials and methods necessary to achieve the Work described under each unit price.

SECTION 01280 CHANGE ORDERS

01280.01 The cost to the Owner resulting from an increase in the Work will be determined in one of the following ways:

- a. by unit prices, or
- b. by cost, as defined below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus a fee; such costs will be itemized by crafts as defined within the schedule of values and limited to the following items directly attributable to the change in Work:
- c. cost of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- d. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- e. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- f. costs of premiums for bonds and insurance, permit fees and sales, use or similar taxes relating to the Work; and
- g. additional costs of supervision and field office personnel directly attributable to the increase in the Work.

01280.02 Credit to the Owner, resulting from decrease in the Work will be determined in one of the following ways:

- a. by unit prices, or
- b. by cost, as defined below, properly itemized and supported by sufficient

Multi-Campus Renovation of Parking Lots

substantiating data to permit evaluation, plus a fee, and less costs of preparation. Such costs will be itemized by **crafts** as defined within the schedule of values and limited to the following items directly attributable to the change in Work:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. Costs of premiums for bonds and insurance, permit fees and sales, use or similar taxes relating to the Work; and
5. Additional costs of supervision and field office personnel directly attributable to decrease in Work.

SECTION 01300 SUBMITTALS:

01300.01 Within 5 days after the award of the contract, submit:

- a. Three (3) copies of the construction schedule for the work per Division 1, Section 1300.04.

01300.02 MATERIAL SAFETY DATA SHEETS (MSDS)

- a. Provide the Owner with MSDS for material which may affect the Owner's students or staff 5 days prior to delivery of material to the job site.
- b. Contractor will maintain binder at the job site with MSDS for materials used in the work.

01300.03 CONSTRUCTION SCHEDULE

- a. Work schedule will be coordinated with the Owner's Representative.
- b. Prepare construction schedule as follows:

The schedule will be a Gantt (bar chart) with a horizontal time scale and activities listed vertically or a time scaled network diagram (CPM). Note on the schedule any assumptions made.

- c. If owner determines that the start or completion of any activity on the schedule deviates from the schedule by more than five days, the contractor will revise and

Multi-Campus Renovation of Parking Lots

reissue the schedule within five days of the determination that an activity has deviated by more than five days.

01300.04 OTHER COMMUNICATION

1. Project Communications: Routine written communications between the contractor and the owner will be in letter, field memo or fax format. Such communication will not substitute for any other written requirement or submittal.
2. A request for information from the Contractor seeking an interpretation or a clarification of some requirement of the contract documents will clearly and concisely set forth the issue for which they seek clarification or interpretation and why a response is needed. Contractor will, in the written request, set forth their interpretation or understanding of the contract's requirements along with the reasons why they have reached such an understanding.

SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS:

01500.01 UTILITIES:

- a. Prior to start of ANY excavation, Contractor will employ a specialist to locate utilities, including irrigation lines, in areas not under the jurisdiction of Blue Stake; Contractor will call for Blue Stake and will include expense of such work in bid.
- b. Owner will furnish temporary water and electricity from existing points of connection. Temporary extensions will be the responsibility of Contractor and will be made and maintained in a safe condition.

01500.02 SANITARY FACILITIES:

- a. Contractor **will not** use College rest rooms for any construction purpose. Arrangements may be made to use existing toilet facilities for non-construction purposes.

01500.03 BARRICADES AND WARNING SIGNS:

- a. Contractor will furnish, erect, and maintain traffic barricades, barriers, and warning signs, etc., required for protection of persons and property in compliance with applicable statutes. Where appropriate and needed, Contractor will provide lighting, including flashing red or amber lights.
- b. Barricading will be in compliance with the "Street Barricading and Channelization Manual for Temporary Traffic Control", published by the City of Tucson Traffic Engineering Division.

01500.04 ACCESS AND PARKING:

Multi-Campus Renovation of Parking Lots

General Access to the site:

- a. Parking arrangement for Contractor's crew to be made during pre-construction conference. Contractor will be responsible for restricting his employees', sub-contractors' and suppliers' vehicles to the designated area.

01500.05 TEMPORARY CONTROLS:

Controlling construction-related dust and preventing the spread of flying particles is the Contractor's responsibility.

01500.06 FIELD OFFICE:

- a. None Required
- b. Contractor's superintendent will have, as a minimum, a digital pager and provide the pager number to the owner.

01500.08 SECURITY:

- a. Contractor is responsible for: providing appropriate safety and warning signs; securing materials stored on site to prevent theft; and securing the work in-place to prevent vandalism.
- b. Contractor will be issued a set of keys for access to existing Owner facilities if required. The contractor will be responsible for loss or theft of keys issued and is liable for the cost of rekeying all or a portion of the Owner's existing facilities.

SECTION 01600 MATERIALS AND EQUIPMENT

01600.01 ANY BRAND NAMES OR NAMES OF MANUFACTURERS LISTED IN THE CONTRACT DOCUMENTS ARE ONLY PROVIDED AS GUIDELINES FOR THE PURPOSE OF ESTABLISHING MINIMUM ACCEPTABLE STANDARDS, UNLESS SPECIFICALLY IDENTIFIED AS SOLE SOURCE ITEMS.

01600.02 DELIVERY & STORAGE

- a. Deliveries may be made directly to job site, however, it will be the sole responsibility of the Contractor to receive, handle, and store such items in a safe and secure manner.
- b. Materials required for this project will be stored on-site at locations and in a manner mutually acceptable to Owner and Contractor. Store materials according to the manufacturer's written instructions.

01600.03 Maintenance of in-place materials and construction:

Multi-Campus Renovation of Parking Lots

- a. Provide maintenance per manufacturer's written instructions and recommendations, and industry recommendations until substantial completion.
- b. Maintenance required elsewhere in contract documents will continue after substantial completion if specified.

01600.04 Materials and equipment incorporated into the work will be installed or applied per manufacturer's written instructions, specifications (including guide specifications), and recommendations; unless specifically modified by written instruction from the manufacturer. Submit any modifications to owner as product data.

01600.05 Items of same kind are to be by the same manufacturer.

SECTION 01630 SUBSTITUTIONS

01630.01 Within 5 days after the award of contract, formal requests will be considered for substitutions of products specified as a minimum standard. After the end of that period, substitution requests will be considered only if the specified product or system has gone out of production, or has been deemed illegal or dangerous.

01630.02 Submit separate requests for each substitution per 01300. Include, at a minimum, in each request:

- a. Complete data substantiating compliance of proposed substitution with contract documents, include:
 1. Product identification, including manufacturer's name and address.
 2. Product specifications and data per 01300.
 3. Samples per 01300 if applicable.
- b. Itemized comparison of proposed substitution with specified products, listing variations, including size and weight.
- c. Data relating to changes in the construction schedule.
- d. Any effect on in-place construction or other materials and systems to be installed.
- e. Accurate cost data comparing proposed substitution with specified products.
- f. Designation of availability of maintenance services and sources of replacement materials.
- g. Advantages to the owner of accepting the substitutions.

01630.03 Substitutions will **not** be considered when:

- a. They are indicated or implied on submittals without formal request.

Multi-Campus Renovation of Parking Lots

- b. Acceptance may require revision of contract documents, unless contractor agrees to compensate owner if appropriate.
- 01630.04 Substitute products will not be ordered or installed without written acceptance of owner.
- 01630.05 Based on the submitted data, the owner will determine if proposed substitution meets the requirements of contract documents.

SECTION 01650 WARRANTY:

- 01650.01 Contractor warrants to Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that work will be free from defects not inherent in the quality required or permitted, and that Work will conform with requirements of Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
- 01650.02 Neither final payment nor any provision in the Contract Documents will constitute an acceptance of Work not done in accordance with Contract Documents or relieve Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship. Contractor guarantees that the Work will conform to Contract Documents.
- 01650.03 If Contractor fails to remedy any defects or damage, Owner may correct Work or repair damages, and cost and expense incurred in such event will be paid by or be recoverable from Contractor or Surety, or offset against any amounts owing Contractor.
- 01650.04 If, within two (2) years after the date of Substantial Completion of work or designated portion thereof, any of Work is found to be not in accordance with requirements of Contract Documents, Contractor shall correct it promptly after receipt of written notice from owner to do so. This period of two (2) years will be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work will be warranted to be free from defects for a period equal to the longer of six months after completion of the corrective Work or for the remainder of the warranty period otherwise applicable.

SECTION 01700 CONTRACT CLOSEOUT:

- 01700.01 Initiate Substantial Completion procedures a minimum of 10 days prior to the

Multi-Campus Renovation of Parking Lots

date for substantial completion.

- 01700.02 Prior to substantial completion complete the following
- a. Contractor prepared punchlist of incomplete items and corrections to be made.
 - b. Punchlist: When Contractor considers that the Work is substantially complete, Contractor shall prepare and submit to the owner a comprehensive list of items to be completed or corrected. By submitting a request for substantial completion inspection the Contractor thereby certifies that the Work, or designated portion, is functionally ready for Occupancy by the Owner and that remaining incomplete or defective work required by Contract Documents will be completed within 10 days. The Contractor will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of the Contractor to complete work in accordance with the Contract Documents.
 - c. Schedule punchlist inspection with Owner's Representative in order to exhibit the completeness of the work. Owner's Representative will not participate in an inspection unless a full punchlist is submitted 5 days prior to inspection.
 - d. Remove temporary facilities and controls.
 - e. Schedule a time with the Owner to inspect the work following the completion by the Contractor of the final punch list.
 - f. Provide a letter documenting that the project has been completed in accordance with Contract Documents and Warranting materials and work.
- 01700.06 CLEANING:
- a. Final Cleaning:
 - b. Thoroughly clean the exterior of the project areas, removing misplaced paint, and other finishes. Remove dust, dirt, and stains from new and existing materials. Clean and polish all glass affected by the work.
 - c. Sweep exterior paving areas, remove debris and stains. Remove debris from landscaping areas. Rake and/or remove debris from other areas of the work.

ATTACHMENTS

SPECIFICATIONS: ASPHALT PAVING

Pulverization and Grading

Pulverize existing pavement to 1 1/2" minus and blend with existing base. Then re-grade the lots to ensure drainage and to keep the curb reveals at existing heights. The graded area will be compacted within $\pm 2\%$ of optimal moisture to a density no less than 95% of maximum density

Multi-Campus Renovation of Parking Lots

as determined by ASTM D 698.

Asphalt paving course

After the grading is completed and accepted, a 4" compacted lift of PA G 2 mix will be applied and compacted per current requirement of Pima County/City of Tucson standards for public works. Where new pavement joins existing pavement, the existing pavement will be saw cut and tacked before new placement of new pavement. Where new pavement is placed against curbs or other concrete structures, tack coat will be applied before placement of new asphalt.

Striping

Parking lots are to be stripped per original layout. Paint striping will be done in two complete coats.

SPECIFICATIONS: CRACK AND JOINT SEALING FOR ASPHALT PAVEMENTS

REFERENCES

A. American Society for Testing and Materials (ASTM)

1. D 1190 Specification for Concrete Joint Sealant, Hot Applied Elastic Type
2. D 3405 Specification for Joint Sealants, Hot Applied, for Concrete and Asphalt
3. D 5329 Test Methods for Sealants and Fillers, Hot Applied, for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements

SYSTEM DESCRIPTION

A. Provide installation of sealant.

SUBMITTALS

A. Product Data

1. Submit manufacturer's printed Product Data Sheet.

QUALITY ASSURANCE

A. Certification

1. Contractor to submit a letter stating that equipment used to heat the material meets requirements of this specification.

B. Test Reports

1. Upon request the contractor will submit manufacturer's test results on products used.

PROJECT/SITE CONDITIONS

A. ENVIRONMENTAL REQUIREMENTS

1. Apply sealant only to clean, dry, properly prepared cracks and joints.
2. Use a compressed air lance to achieve clean, dry, warm space for sealant installation.

Multi-Campus Renovation of Parking Lots

EXISTING CONDITIONS

- A. Cracks and joints under one quarter (1/4) inch width are not covered under this specification unless stipulated in writing by Architect/Engineer.
- B. If cracks and joints under one quarter (1/4) inch or less are to be addressed, then they must be routed.

PRODUCTS

IF THE AREA TO BE SEALED CONTAINS PARKING AND/OR FOOT TRAFFIC A SEALANT SPECIFICALLY FORMULATED FOR NON-TRACKING PERFORMANCE UNDER THESE CONDITIONS MUST BE USED. HIGHWAY TYPE OR DIRECT FIRE PRODUCTS ARE NOT ACCEPTABLE:

MATERIALS

- 1. A hot applied elastomeric crack/joint sealant for asphaltic and concrete pavements.

EQUIPMENT

- A. Melt down the sealant in a kettle or melter constructed as a double boiler. The space between the inner and outer shells filled with high flash point heat transfer oil or other indirect heating means.
- B. The kettle to be used must have constant agitation any time material is over three hundred (300) degrees F. The kettle must have temperature-monitoring capabilities.
- C. Roofing kettles or other direct fired melters are not acceptable for these materials.

EXECUTION

EXAMINATION

- A. Inspect existing pavement for conditions and defects that will adversely affect quality of work and which cannot be put into acceptable condition through normal preparatory work as specified.
- B. Starting installation constitutes contractors acceptance of surface as suitable for installation.

- A. Cracks

Multi-Campus Renovation of Parking Lots

1. Remove vegetation and all incompressible materials from cracks and joints by means of hot compressed air lance. (Other methods such as routing w/compressed air cleaning may be substituted at engineer's specification. Under ANY circumstances compressed air used for cleaning MUST be oil free.

Cracks and joints less than one quarter (1/4) inch in width must be routed to a minimum one half (1/2) inch by one half (1/2) inch in shape.

1. Cracks may need to be prepared using specialized backing material after cleaning to maintain 1 to 1 depth to width profile as specified by engineer or owner.

B. Sealant

1. Prepare sealant in specified equipment.
2. Heat sealant according to manufacturer's Product Data Sheet.

APPLICATION

- A. Install heated sealant directly into cracks and joints not to exceed a one (1) inch wide band.
- B. Control thickness to one-eighth (1/8) inch above pavement surface.
- C. Finished sealed cracks and joints will be uniformly level and all "sinkers" will be refilled to achieve flush to one eighth (1/8) inch concave surface appearance.

REPAIRING ASPHALTIC CONCRETE PAVEMENTS

PART 1 GENERAL

SECTION INCLUDES

A. Patch pavement areas detailed on drawing to full-depth with hot mix, hot laid asphaltic concrete.

REFERENCES

- A. Appropriate state specification for hot mix, hot laid asphalt for the job site area.
- B. CL-19 The Asphalt Institute Bulletin, "Full-Depth Asphalt Patching"
- C. ASTM D 946 Standard Specification for Penetration Graded Asphalt Cement in Pavement Construction
- D. ASTM D 2397 Standard Specification for Cationic Emulsified Asphalt
- E. ASTM D 3381 Standard Specification for Viscosity-Graded Asphalt Cement for use in Pavement Construction

Multi-Campus Renovation of Parking Lots

F. ASTM D 3628 Standard Practice for Selection and Use of Emulsified Asphalt

PROJECT/SITE CONDITIONS

A. ENVIRONMENTAL REQUIREMENTS

1. Apply hot mix, hot laid asphaltic concrete in dry weather when pavement and atmospheric temperatures are (40) degrees F. or above and are anticipated to remain above (40) degrees for four (4) hours after completing application.

PART 2 PRODUCTS

IDENTIFY PRODUCT TYPE AND QUALITY IN MATERIALS LISTED BELOW AS APPROPRIATE FOR AVAILABLE LOCAL MATERIALS.

DO NOT REQUIRE TESTING OR OTHER QUALITY DETERMINATIONS UNLESS THERE IS SPECIFIC INTENTION TO ENFORCE THE REQUIREMENT.

MATERIALS

A. Asphalt Cement: [ASTM D 3381] [ASTM D 946]

In accordance with [PCDOT standards.]

B. Mineral Aggregate: In accordance with; [PCDOT standards.]

C. Tack Coat: [ASTM D 2397] [D 3628]

MIXES

A. Use dry material to avoid foaming. Mix uniformly in central plant.

B. Mixture: [5 to 7] percent of asphalt cement by weight in total mixture in accordance with; [PCDOT standards.]

PART 3 EXECUTION

3.01 EXAMINATION

A. Inspect areas that have not been detailed for patching on site plans and owner if additional patching is needed.

B. If after excavating for patching, the sub-base is found to be unsuitable, notify Architect/Engineer.

PREPARATION

Multi-Campus Renovation of Parking Lots

- A. Remove surface, base course and sub-grade to reach firm support. Extend at least one (1) foot horizontally into pavement.
- B. Make square or rectangular cuts. Make faces straight and vertical, with one pair of faces, where practical, parallel to the direction of traffic.
- C. Trim and compact sub-grade. Compact sub-grade to at least one hundred (100) percent of standard procter density or ninety-five (95) percent of modified procter density.
- D. Tack coat vertical surfaces with ASTM D 2397 or D 3628 asphalt emulsion types SS-1, SS-1h, CSS-1 or CSS-1h diluted with equal parts of water.

REPAIR/RESTORATION

- A. Backfill with hot mix, hot laid asphaltic concrete while temperature stays above one hundred eighty five (185) degrees F. Prevent segregation of mixture.
- B. Compact in layers, if hole is more that four (4) inches deep. Compact layers thoroughly to maximum of three (3) inches in thickness. Compact with equipment most suited for size of job.
- C. Adequate compaction equipment will yield surface of patch at same elevation as the surrounding pavement. When hand tamping or other light compaction methods are required, leave surface of compacted patch slightly higher than adjacent pavement, permitting patch to be further compressed by traffic.
- D. Check riding quality and alignment of patch with a straight edge or string line.

BITUMINOUS TREATMENTS

DESCRIPTION

The work under this section shall consist of furnishing all materials and constructing or applying a single or multiple course bituminous treatment in accordance with the requirements of these specifications and in reasonably close conformity with the lines shown on the project plans or established by the Engineer. The kind of bituminous treatment may consist of one or a combination of the following:

Prime Coat
Tack Coat
Fog Coat
Slurry Seal Coat
Chip Seal Coat

MATERIALS

Bituminous Materials. The bituminous material shall be of the type and grade specified in the special provisions and shall conform to the requirements found in Section 1005. Application temperature of bituminous materials shall conform to the requirements found in

Multi-Campus Renovation of Parking Lots

Table 1005-5. Bituminous material for slurry seal shall be an anionic quick setting asphaltic emulsion conforming to the requirements for QS-h grade meeting the following requirements:

Viscosity at 77° F (25 °C), Saybolt-Furol, Sec. 20-100

Residue by distillation, % 57 Min.

Sieve Test, retained on 20 mesh, % 0.10 Max.

Particle charge - electroplate Negative

Tests on residue from distillation:

Penetration at 77° F (25 °C), 100g., 5 Sec. 40-110

Solubility in Trichloroethylene, Wt. % 97.5 Min.

Ductility at 77° F (25 °C), Cm. 40 Min.

Mix Properties

Slurry Seal Mixing Test, 70-85° F (20-30 °C), Sec. 84120 Min.

Slurry Seal Setting Test, 70-85° F (20-30 °C), No brown stain
(1 Hour Cure)

Slurry Seal Water Resistance Test No more than
(70-85° F (20-30 °C), 30 minute cure) slight dis-colorization

AGREGATTE MATERIALS

(A) General. The contractor shall provide aggregate material for the work.

Aggregate material will be sampled for acceptance in the final stockpile before incorporation into the work. The aggregate material will be deemed to be acceptable when the test values for each specified aggregate characteristic are within the specified limits.

(B) Blotter Material.

Blotter material shall be a natural sand, crushed sand, volcanic cinders, or other approved material and shall be free of deleterious amounts of foreign substances. The grading shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201:

Sieve Size Percent Passing

1/8 Inch (3.2 mm) 100

No. 4 (4.75 mm) 80-100

No. 16 (1.18 mm) 45-80

No. 200 (75 µm) 0- 5.0

(C) Cover Materials.

Aggregate for cover material shall be clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliche, synthetic materials, organic matter or foreign substances. The grading shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201:

Multi-Campus Renovation of Parking Lots

Sieve Size Percent Passing

3/8 Inch (9.5 mm) 100

No. 4 (4.75 mm) 0-25

No. 8 (2.36 mm) 0-5

No. 200 (75 μ m) 0-2.0

A representative portion of the cover material will be taken and tested.

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 9 percent at 100 revolutions.

Maximum loss of 40 percent at 500 revolutions.

The percent of carbonates in aggregate shall be a maximum of 30 when tested in accordance with the requirements of Arizona Test Method 238.

The percent of crushed faces shall be a minimum of 70 when tested in accordance with the requirements of Arizona Test Method 212. The Flakiness Index shall be a maximum of 25 when tested in accordance with the requirements of Arizona Test Method 233.

The Bulk Oven Dry Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with the requirements of AASHTO T 85.

(D) Aggregate Slurry Seal Coat.

Aggregate shall conform to the International Slurry Seal Association (ISSA) Guide Specification A-105 for Type II mineral aggregate. The percentage composition by weight of the aggregate shall conform to the following gradation:

Sieve Size Percentage Passing

1/8" (9.5 mm) 100

#4 (4.75 mm) 90 - 100

#8 (2.36 mm) 65 - 90

#16 (1.18 mm) 45 - 70

#30 (0.60 mm) 30 - 50

#50 (300 μ m) 18 - 30

#100 (150 μ m) 10 - 21

#200 (75 μ m) 5 - 15

Ninety percent of the aggregate retained on the No. 50 (300 μ m) sieve shall have at least one fractured face produced by crushing. Material passing the No. 50 (300 μ m) sieve shall be non-plastic when tested in accordance with ASTM D-424. The sand

Multi-Campus Renovation of Parking Lots

equivalent shall be not less than 45.

Water.

Water shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is placed.

Admixtures for Slurry Seal Coat.

(A) Accelerator.

Accelerator shall be portland cement, Type I. The quantity of portland cement added to the slurry mix will range between 0.25 percent and 1.5 percent by weight. The exact percentage will be determined by the Engineer, in the field, so as to insure that the in-place slurry mix has cured adequately to support vehicular traffic within sixty minutes of application.

(B) Mineral Fillers.

Mineral fillers such as hydrated lime, limestone dust, fly ash, etc., shall be used only if required to improve the workability or stripping characteristics of the aggregate-emulsion mixture and then only in the minimum amounts necessary. Mineral fillers shall conform to the requirements of ASTM D 242 and shall be considered as part of the blended aggregate.

Slurry Seal Coat Mix Design.

Trial mixes shall be prepared by the contractor to determine the proportions to be used in the project. The quantity of bituminous material required in the mix can be initially approximated by use of the following formula:

$$P = .03a + .06b + .5c$$

Where P = Percentage of residual asphalt by weight

a = Percentage aggregate retained on No. 8 (2.36mm) sieve

b = Percentage aggregate passing No. 8 (2.36mm) sieve and retained on No. 200 (75 mm) sieve

c = Percent of aggregate passing No. 200 (75µm) sieve

The mix design shall be prepared using the material components to be used by the contractor on the project site. Testing shall be conducted in accordance with AASHTO T 59, Standard Methods of Testing Emulsified Asphalts and shall consist of the following:

(A) Slurry Seal Mixing Test. To 200 grams of aggregate, inclusive of portland cement, and conforming to the gradation requirements of **Subsection 404-2.02**, add nine percent water, by dry weight of aggregate. To the moistened aggregate add 10 percent, by weight, of quick-setting emulsified asphalt at 70 to 85° F (20-30 °C). To be acceptable, the mixture thus obtained shall form a free flowing, smooth, creamy, homogenous slurry with no segregation

Multi-Campus Renovation of Parking Lots

that is capable of being stirred by hand, using a spoon or spatula, without balling or stiffening for a minimum period of two minutes at 70 to 85 degrees Fahrenheit (20-30° C).

(B) Slurry Seal Setting Test. Using approximately three-quarters of the mixture produced in the Slurry Seal Mixing Test, spread the mixture on a section of asphalt-saturated roofing felt to a thickness of 1/4 inch (6 millimeters) and cure for one hour at 70 to 80° F (20-30° C) and 40 to 60 percent relative humidity. After this period, a piece of white paper towel shall be pressed lightly on the surface of the slurry. The mixture will be deemed acceptable if no brown stain, exclusive of black asphalt particles, is observed.

(C) Slurry Seal Resistance Test. Using one-quarter of the slurry mixture prepared during the Slurry Seal Mixing Test, spread the mixture on a section of asphalt-saturated roofing felt to a thickness of 1/4 inch and cured for 30 minutes at 70 to 85 degrees Fahrenheit (20-30° C) and 40 to 60 percent relative humidity. The cured specimen shall be sprayed with tap water in accordance with ASTM D 244. The mixture will be deemed acceptable if the runoff water shows no more than a slight discoloration.

(D) Wet Track Abrasion Test. Testing shall be in accordance with the procedures of the International Slurry Seal Association. The maximum wear loss after testing shall be 75 grams per square foot.

CONSTRUCTION DETAILS

Weather Limitations.

Bituminous material used in chip seal coats shall be applied to an existing bituminous surface only when the existing bituminous surface is dry and the ambient temperature is at least 70° F (20° C) and rising. The application shall cease when the temperature is 75° F (25° C) and falling.

Bituminous material used in prime coats shall normally be applied to an existing aggregate surface only when the ambient air temperature in the shade is at least 70° F (20° C) and when the existing aggregate surface is slightly damp. The slurry seal coat shall be applied only when the existing surface is free from puddles of water. Slurry seal shall not be applied when the pavement is wet and shall be applied only when the atmospheric temperature is at least 45° F (7° C) and rising, unless otherwise directed. Despite the required minimum surface temperature and surface condition, the Engineer, at any time, may require that work cease or that the work day be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the bituminous treatment.

Equipment.

(A) Distributor Truck. Distributor trucks shall be so designed, equipped, maintained and operated that bituminous material at even heat may be applied uniformly on variable widths of surface up to 15 feet (4.5 meters) at readily determined and controlled rates from 0.03 to 1.0 gallons per square yard (0.15 to 4.5 liters per square meter), with uniform pressure, and with an allowable transverse variation from any specified rate not to exceed ten percent or 0.02 gallon per square yard (0.10 liter per square meter), whichever is less. Distributor equipment shall include a tachometer, pressure gauges, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of the tank contents. Distributors shall be equipped with

Multi-Campus Renovation of Parking Lots

a power unit for the pump, and a spray bar which is adjustable laterally and vertically. The distributor shall provide for continuous circulation of the bituminous material through the tank and spray bar.

Prior to the spreading of bituminous material, all distributor trucks proposed for use shall have been tested within one year from the date of spreading to determine the rate of the transverse spread. The contractor shall furnish the Engineer with evidence that the distributor provides continuous circulation of the bituminous material through the tank and spray bar, and that the transverse spread of the distributor trucks, when the trucks were approved for use, was as uniform as practicable and under no conditions was there a variance on any of the test pads greater than the allowable transverse variation; however, the Engineer may require that each distributor truck be tested to determine the rate of the transverse spread. The rate of transverse spread shall be determined in accordance with the requirements of Arizona Test Method 411.

(B) Sweepers. Power brooms shall be of the rotary type equipped, maintained and operated so that the bristles are of reasonably uniform length and capable of cleaning without gouging or tearing the surface. Pick-up sweepers are also acceptable for use.

(C) Rollers. Rollers shall be of the oscillating type having a width of not less than 4 feet (*1.2 meters*) with pneumatic tires of equal size and diameter and with treads satisfactory to the Engineer. Wobblewheel rollers will not be permitted. The tires shall be spaced so that the gaps between adjacent tires will be covered by the following tires. The tires shall be inflated to 90 pounds per square inch (*620 kilopascals*), or such lower pressure as designated by the Engineer, and maintained so that the air pressure will not vary more than 5 pounds per square inch (*35 kilopascals*) from the designated pressure. Pneumatic tired rollers shall be constructed so that the total weight of the compactor can be varied to produce an operating weight per tire of not less than 2,000 pounds (*900 kg*). The total operating weight of the roller shall be varied as directed by the Engineer. For slurry seal coats, steel wheel rollers may be used to supplement pneumatic tired rollers with the approval of the Engineer.

(D) Aggregate Spreaders. Aggregate spreaders shall be self-propelled continuous feed units supported by at least four wheels equipped with pneumatic tires mounted on two axles. Aggregate spreaders shall be equipped with positive controls so that the required amount of material will be deposited uniformly over the full width of the bituminous material. Aggregate application rates are expected to vary from 4 to 40 pounds per square yard (*2 to 22 kilograms per square meter*), depending on the type of construction. Where it is necessary to apply aggregate at a rate less than 4 pounds per square yard (*2 kilograms per square meter*), other means such as a sand slinger may be used with the approval of the Engineer.

(E) Slurry Seal Mixer. The slurry mixing machine shall be a continuous flow mixing unit and be capable of delivering accurately a predetermined proportion of aggregate, water, and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together. No excessive mixing shall be permitted. The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method to introduce a

Multi-Campus Renovation of Parking Lots

predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed. The fines feeder shall be used whenever added mineral filler is a part of the aggregate blend. The mixing machine shall be equipped with a water pressure system and fog type spray bar adequate for complete water fogging of the surface preceding spreading equipment with an application of 0.05 to 0.10 gallon per square yard (*0.25 to 0.45 liters per square meter*). A calibrated control for both aggregate and asphalt emulsion shall be provided and capable of accurately proportioning these materials. Sufficient machine storage capacity to properly mix and apply a minimum of 5 tons (*4500 kg*) of the slurry shall be provided. Proportioning devices shall be calibrated prior to placing slurry seal. The mixer shall be capable of rapid discharge of the mixed materials into a spreader.

(F) Slurry Seal Spreading Equipment. Attached to the mixer machine shall be a mechanical type squeegee distributor equipped with flexible material in contact with the surface to prevent loss of slurry from the distributor. It shall be maintained to prevent loss of slurry on varying grades and crown by adjustments and baffles to assure uniform spread. The equipment shall be capable of a minimum speed of 60 feet per minute (*18 meters per minute*) and shall not exceed 180 feet per minute (*55 meters per minute*) while placing slurry. There shall be a lateral control device and a flexible strike off. The spreader box shall have an adjustable width. The box shall be kept clean, and built-up asphalt and aggregate on the box shall not be permitted. The use of burlap drags or other drags may be approved by the Engineer. Squeegees, shovels and other hand equipment shall be available.

Traffic Control. In the construction or application of a bituminous treatment, the treated roadway surface shall not be used by the contractor, its agents, or others until it has been definitely established to the satisfaction of the Engineer that it will not be damaged or marred under the action of the traffic. No traffic of any description shall be allowed on any bituminous application until approved by the Engineer. The contractor shall erect and maintain approved barricades, signs and other traffic control devices and shall use every possible means to protect the work and to exclude traffic from the roadway surface for as long a time as may be required. Traffic shall be handled in the manner most convenient to the traveling public. When traffic is handled on a one-way basis, the contractor shall provide such flagmen and pilot trucks as deemed necessary to insure adequate protection for the roadway surface. Traffic may be detoured around the work, provided that detours are constructed and maintained in a satisfactory manner and properly signed. When it is necessary to provide for traffic across a bituminous treated surface, the crossing shall be blotted with material, as directed, before the crossing is opened to traffic.

Preparation of the Surface. The surface to be treated shall be thoroughly cleaned and patched as required by the plans, the Special Provisions, or as directed by the Engineer prior to applying the bituminous material or slurry seal coat. The contractor shall inspect the surface to be treated and shall satisfy himself as to the extent of the cleaning work required and the type of equipment that will be necessary to clean the surface. When the work consists of a chip seal coat or when blotter material is applied, self-propelled rotary power brooms or pick-up sweepers along with hand brooms, if necessary, shall be used immediately in advance of applying the bituminous material. When a bituminous treatment is to be applied to an existing aggregate surface, the surface shall be uniformly smooth, firm and reasonably true to grades and cross sections as shown on the project plans, and shall be so

Multi-Campus Renovation of Parking Lots

maintained throughout the placing of the bituminous treatment. In no event shall a bituminous treatment be placed on a soft, uneven base. Any holes, depressions or irregularities shall be repaired. All loose and unsuitable material shall be removed and replaced by suitable material, which shall be compacted to produce a dense surface conforming to the adjacent area. Uniformity of surface texture is of the utmost importance. When required, the existing aggregate surface on which the bituminous treatment is to be placed shall be lightly bladed, watered and compacted immediately prior to the application of bituminous material. In extremely dry areas, additional light applications of water may be required prior to the application of the bituminous material to facilitate penetration of the bituminous material.

Application of Bituminous Material. For each kind of bituminous treatment, the type and grade of bituminous material will be specified in the special provisions. For each kind of bituminous treatment, the approximate rate of bituminous material to be applied will be specified in the special provisions; however, the Engineer will specify the exact rate based on the surface to be treated and the characteristics of the aggregate material. The rate to be applied for each kind of bituminous treatment may vary substantially because of different surface conditions within the project limits. The bituminous material shall be uniformly applied to the prepared surface at the rate specified by the Engineer and in one application. Bituminous materials shall be heated by a retort or steam coils in such a manner that steam will not be introduced directly into the bituminous material. The various types or grades of bituminous materials shall be mixed with materials or applied at temperatures within the limits given in Section 1005 and at no time shall the contractor increase the temperature of the bituminous material above the higher limit specified.

In order to obtain a uniform coat, the application shall be promptly started or stopped at the junction of a previously placed coat in a manner that will not result in overlaps or gaps in the applications. If required by the Engineer, a strip of building paper, at least 3 feet (*1 meter*) in width and with a length equal to that of the spray bar of the distributor plus 1 foot (*0.3 meter*), shall be used at the beginning of each application. The paper shall be removed and disposed of in a satisfactory manner. Application of bituminous material shall be promptly cut off prior to a decrease in uniform flow caused by the distributor tank becoming empty, when there is a decrease in uniform flow due to any reason whatever, or when the forward movement of the distributor slows down or stops. In the event that any spots are missed in the application or any areas develop that do not have a uniform spread or penetration, such areas shall be remedied without unnecessary delay as directed. The length of spread of bituminous material shall not be in excess of that which a truck loaded with cover material can immediately place or which can be satisfactorily compacted.

Manhole covers, catch basins, water valves, survey monuments and any other structure within the roadway areas shall be protected against the application of bituminous materials.

Care shall be taken to prevent the spraying or splattering of bituminous material on adjacent pavements, structures, curb, guard rail, trees and shrubbery or any other object outside of the area designated for spraying. The distributor, when not in use, shall be parked so that the spray bar or mechanism will not drip bituminous material on the surface of the roadway. Unused bituminous material shall not be disposed of within the right-of-way lines.

Application of Cover Material. The approximate amount of cover material, when required as

Multi-Campus Renovation of Parking Lots

part of a bituminous treatment, will be specified in the Special Provisions; however, the contractor will recommend and the Engineer will approve the exact rate to be applied based on the characteristics of the aggregate material and the surface to be treated.

Cover material shall be immediately and uniformly spread over the freshly applied bituminous material by means of a self-propelled, continuous feed aggregate spreader. Any oversize aggregate or foreign material picked up during stockpiling or loading operations shall be eliminated before entering the aggregate spreader hopper. Supplemental spreading and smoothing shall be done by hand methods where necessary. Spreading shall be accomplished in such a manner that the tires of the trucks or aggregate spreader at no time contact the uncovered and newly applied bituminous material. When emulsified asphalt is used, the cover material shall be wet but free of running water at the time of spreading. When bituminous material other than emulsified asphalt is used, the cover material, at the time of spreading shall be at least as dry as material dried to a saturated surface dry condition in accordance with the requirements of AASHTO T 85.

Mixing of Slurry. The mixing shall be sufficient to produce a uniform mixture, but it shall not continue for more than 4 minutes. If breaking, hardening, segregation, balling, or lumping occurs during the mixing process, the batch shall be discarded.

Application of Slurry Seal. No slurry mix shall be spread if there is a possibility of rain before the mix has dried, or during periods of abnormally high humidity. The surface shall be fogged with water directly preceding the spreader. The slurry mixture shall be of the desired consistency when deposited on the surface and no additional elements shall be added. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. No streaks such as caused by oversized aggregate will be left in the finished pavement. No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints. Approved squeegees shall be used to spread slurry in areas inaccessible to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from hand work. Treated areas will be allowed to cure until such time as the inspector in charge permits their opening to traffic. The beginning and end of the slurry application shall present a straight line perpendicular to the centerline of the existing pavement.

Rolling Cover Material. Following the spreading of cover material, the surface shall be promptly rolled with self-propelled pneumatic tired compactors. A sufficient number of compactors shall be provided to cover the full width of the material spread in one pass of the compactors and this rolling shall continue until a minimum of three passes has been completed.

Rolling Slurry Seal Coat. As soon as the asphalt slurry has set sufficiently to prevent any material being picked up, it shall be rolled by a minimum of 4 complete coverages, as directed. Rolling shall continue until all ridges have been ironed out and a uniformly smooth surface is obtained. The slurry seal shall be protected from traffic by barricades and markers until it has dried adequately to prevent marring from traffic.

Removing of Loose Cover Material. All loose cover material shall be removed from the paved surface by brooming in not less than 4 hours nor more than 36 hours after application; however,

Multi-Campus Renovation of Parking Lots

if because of weather conditions, temperature or other reasons, the Engineer determines that conditions are not conducive to obtaining the best results, brooming shall be discontinued until the Engineer has considered all conditions and has determined the best time for the removal of the cover material. The cover material shall be removed by means of a power broom which shall be in good condition and of a design suitable for the work. The action of the broom shall be such that particles which are stuck to the bituminous material will not be dislodged.

Application of Blotter Material. The approximate amount of blotter material, when required as a part of a bituminous treatment, will be specified in the special provisions; however, the Engineer will specify the exact rate to be applied based on the characteristics of the bituminous treated surface. Blotter material, at the time of spreading, shall be at least as dry as material dried to a saturated surface dry condition in accordance with the requirements of Arizona Test Method 211. Blotter material shall be uniformly spread by means of a sand slinger or other equipment approved by the Engineer. Any oversize aggregate or foreign material picked up during stockpiling or loading operations shall be eliminated before entering the spreader. Supplemental spreading or smoothing shall be done by hand methods where necessary. Prior to final acceptance and when ordered by the Engineer, the contractor shall remove and dispose of any excess blotter material. The method of removal and the disposal of any excess blotter material shall be the contractor's responsibility.

Joints. Transverse joints shall be made with the preceding work, at intersections and at all existing pavements and structures. Transverse joints shall be made by any method approved by the Engineer prior to the start of the work. Longitudinal joints shall be butt joints. Joints shall be cleaned as deemed necessary by the Engineer prior to the application of bituminous material in the adjacent strip.**SECTION 404**

208

Regardless of the width of the roadway to be sealed, the number of longitudinal joints shall be kept to a minimum and shall be located to the greatest degree possible so that they will coincide with painted lines between traffic lanes.

404-3.14 Prime Coat. When the type and grade of bituminous material is not specified, the contractor shall furnish liquid asphalt, grade MC-250.

The approximate application rate for the prime coat is 0.20 gallons per square yard (*0.9 liters per square meter*).

When it is deemed necessary, areas having excess bituminous material shall be blotted with material as directed.

When so directed, the surface of the completed prime coat shall be rolled with a pneumatic tired roller.

The integrity of the prime coat shall be maintained at all times until the next course is placed or until final acceptance. In the event traffic has caused holes or breaks in the surface, such holes or breaks shall be satisfactorily repaired by the contractor.

404-3.15 Tack Coat. Tack coat shall be applied to a primed surface, to an existing bituminous surface or to the surface

Multi-Campus Renovation of Parking Lots

between layers of bituminous mixed materials.

Unless otherwise stated in the Special Provisions, the contractor shall furnish liquid asphalt, Type CSS-1, CSS-1h, SS-1 or SS1h conforming to the requirements of Section 1005 for tack coat. The tack coat shall be uniformly applied at an appropriate rate as approved by the Engineer.

If emulsified asphalt of any designation or type is used it shall have broken before asphaltic concrete is placed. If held over night, the emulsified asphalt shall be reheated and agitated prior to further application.

The Engineer may either reduce the rate to be applied or eliminate the use of tack coat in any part of the work if, in his judgment, the bituminous mixed material to be placed will be effectively bonded to the underlying surface.

Bituminous material shall be applied only as far in advance of the placement of the bituminous mixed materials as is necessary to obtain the proper condition of tackiness. In no event shall more bituminous material be applied in one day than will be covered by bituminous mixed materials during that same day.

404-3.16 Chip Seal Coat. When the type and grade of bituminous material is not specified, the contractor shall furnish cationic rapid set emulsified asphalt, Type CRS-2. Unless otherwise specified in the special provisions, or adjusted by the Engineer, bituminous material shall be applied at the following rate:

SECTION 404

209

Single Application 0.42 gal/SY (*1.9 L/m²*)

Double Application (on primed 0.30 gal/SY (*1.4 L/m²*)

Aggregate base course)

When asphaltic-rubber material is to be applied, the rate of application and other requirements shall be in accordance with the Special Provisions.

Cover material shall be applied at the rate of approximately 0.01 cubic yard per square yard (*0.009 cubic meters per square meter*) however, the Engineer will specify the exact rate to be applied based on the characteristics of the aggregate material and the surface to be treated.

The contractor shall submit a minimum 75 pound (*35 kilogram*) sample of cover material to the Engineer at least ten calendar days prior to beginning application of the cover material for testing.

Chip seal coat shall not be placed from March 15 to May 31 and September 1 to November 15 unless otherwise specified in the Special Provisions or approved, in writing, by the Engineer. The minimum traffic free period for a newly applied chip seal coat shall be three hours; however, the contractor's hauling equipment

Multi-Campus Renovation of Parking Lots

may use the new seal coat during the traffic free period at a speed not to exceed 15 miles per hour (*25 kilometers per hour*). After the traffic free period, yet prior to removing the loose material, all traffic allowed by the Engineer shall be limited to a speed not to exceed 25 miles per hour (*40 kilometers per hour*).

404-3.17 Fog Coat. When the types and grade of bituminous material are not specified, the contractor shall furnish emulsified recycling agent, designation ERA 25. The material shall be diluted with one part water to one part emulsified recycling agent.

Blotter material shall be applied to the treated surface at a time specified by the Engineer and before opening to traffic.

404-4 METHOD OF MEASUREMENT

Bituminous treatments will be measured by the ton (*metric ton*) of bituminous material and by the ton (*metric ton*) of aggregate material, if specified. Measurement for payment will be made only of the quantity of bituminous material and of the quantity of aggregate material, if specified, used in accordance with the requirements of these specifications.

Bituminous material that is required to be diluted prior to application will be measured by the ton (*metric ton*) of diluted material.

SECTION 404

210

Cover material will be measured by the ton (*metric ton*) of aggregate material. The weight of all moisture contained in the cover material will be deducted.

The specific gravity of cover material varies from one source to another. It will be the responsibility of the contractor to determine the amount of cover material that will be required to complete the work from the source or sources from which the cover material is obtained.

No direct measurement shall be made for admixtures for slurry seal coats, as specified in Subsection 404-2.04.

404-5 BASIS OF PAYMENT

The accepted quantities of bituminous treatments, complete in place, measured as provided above, will be paid for at the contract unit price, except that adjustments in the contract unit price, in accordance with the provisions of Tables 110-3 and 110-4, will be made for the quantity of material represented by test samples whose test results fall within the deviation ranges shown in Tables 110-3 and 110-4.

For emulsified bituminous materials which have a specified minimum percent residue, the emulsified product incorporated into the work which does not meet this minimum will be subject to an adjustment, to the nearest cent, in the contract unit price. The adjusted

Multi-Campus Renovation of Parking Lots

unit price for material which does not meet this minimum will be determined by multiplying the contract unit price by the value, to the nearest hundredth, obtained by dividing the residue obtained by testing by the specified minimum residue.

The accepted quantities of bituminous treatment of the kind specified, measured as provided above, will be paid for at the contract unit prices of the applicable pay items, complete in place.

Payment for all measures necessary to direct and escort traffic through the area being bituminous treated will be made as specified under Section 701.

No measurement or direct payment will be made for rolling.

No measurement or direct payment will be made for furnishing, applying and removing blotter material, furnished in conjunction with the application of a prime coat.

No measurement or direct payment will be made for the maintenance or repair of a prime coat surface.

No measurement or direct payment will be made for admixtures used in slurry seal coats.

SECTION 404



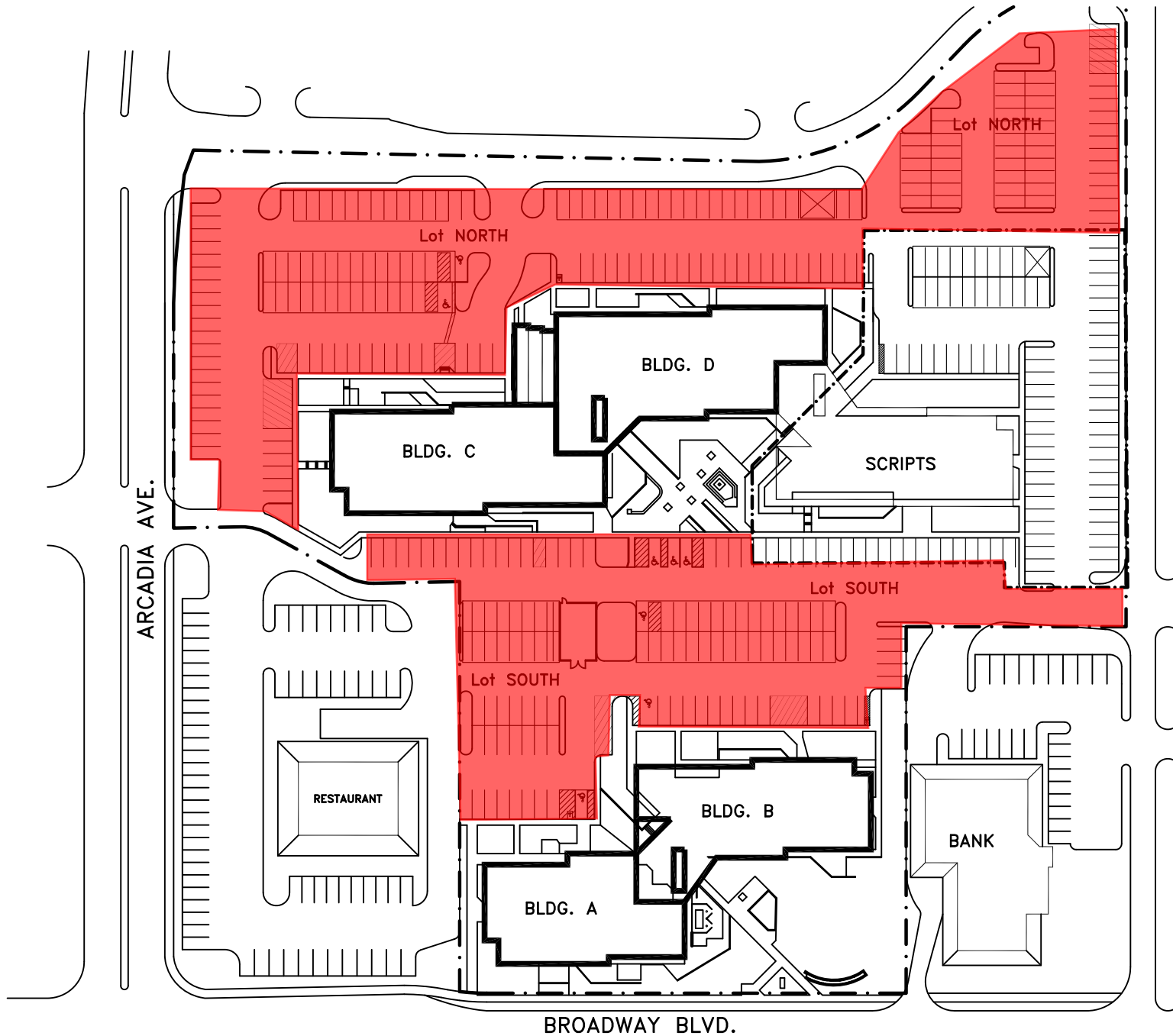
DISTRICT OFFICE

SITE PLAN



SCALE 1" = 100'

0 50 100 150 200



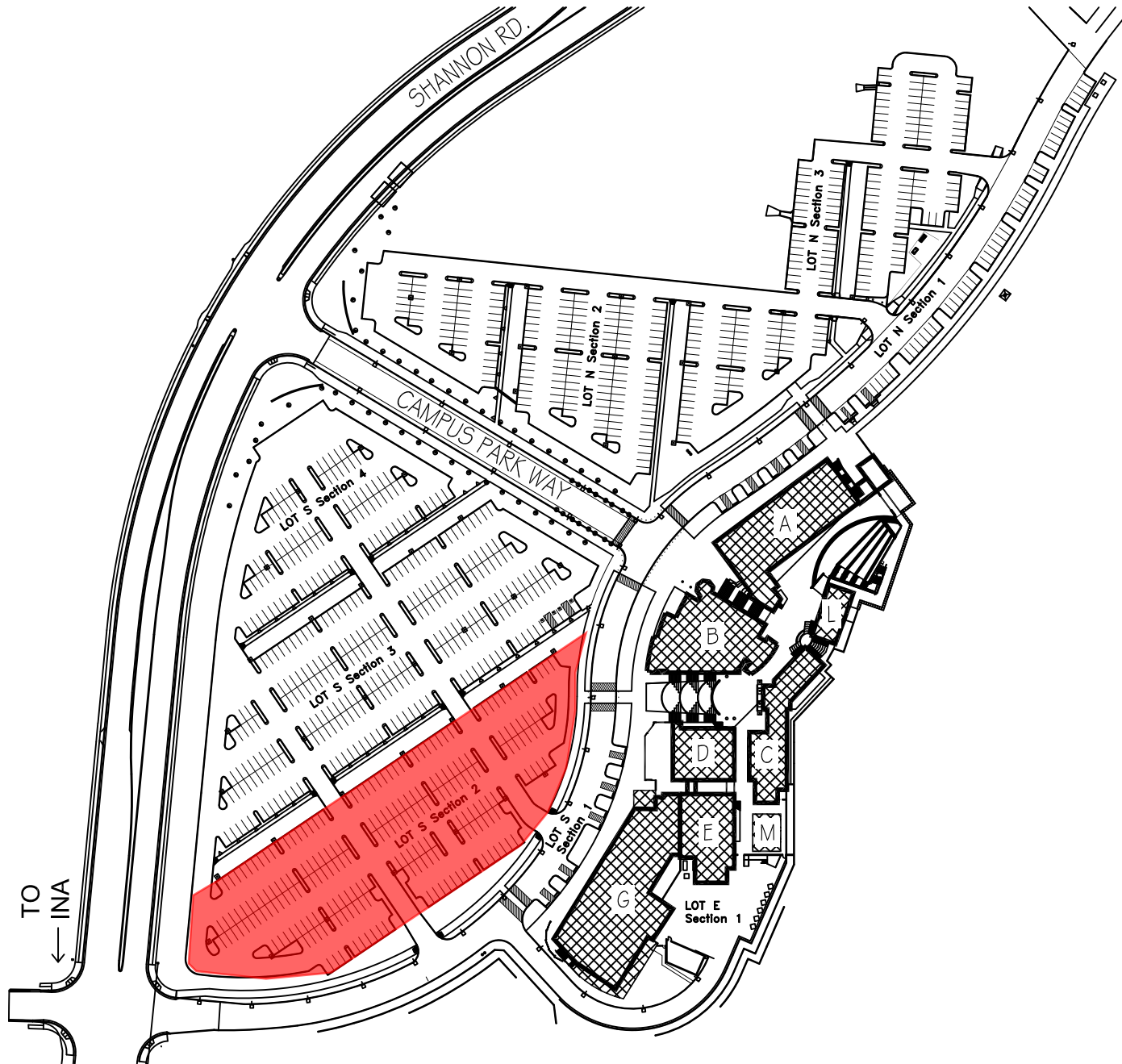


NORTHWEST CAMPUS

SITE PLAN



SCALE 1" = 200'



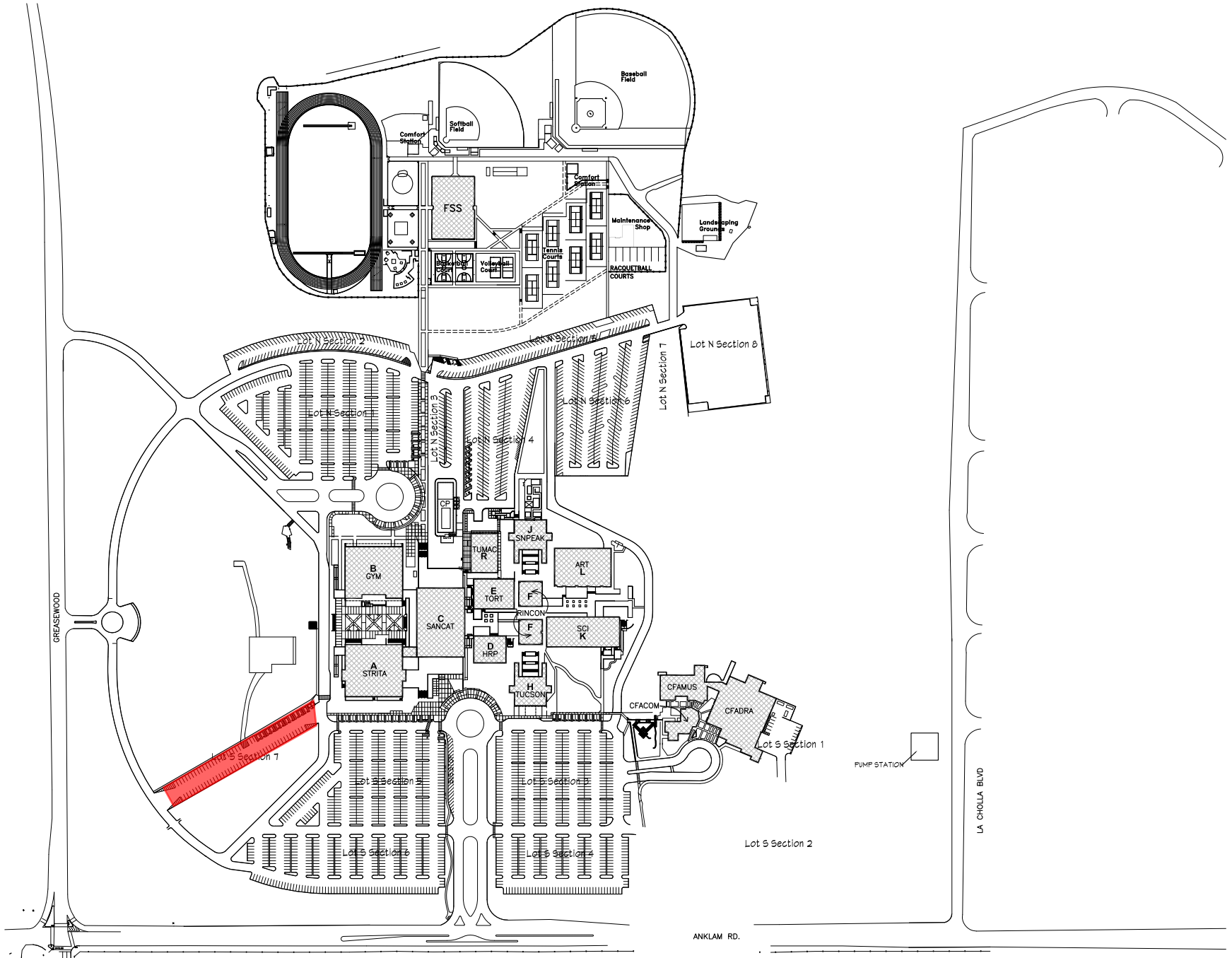
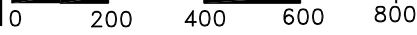


WEST CAMPUS

SITE PLAN



SCALE 1" = 400'





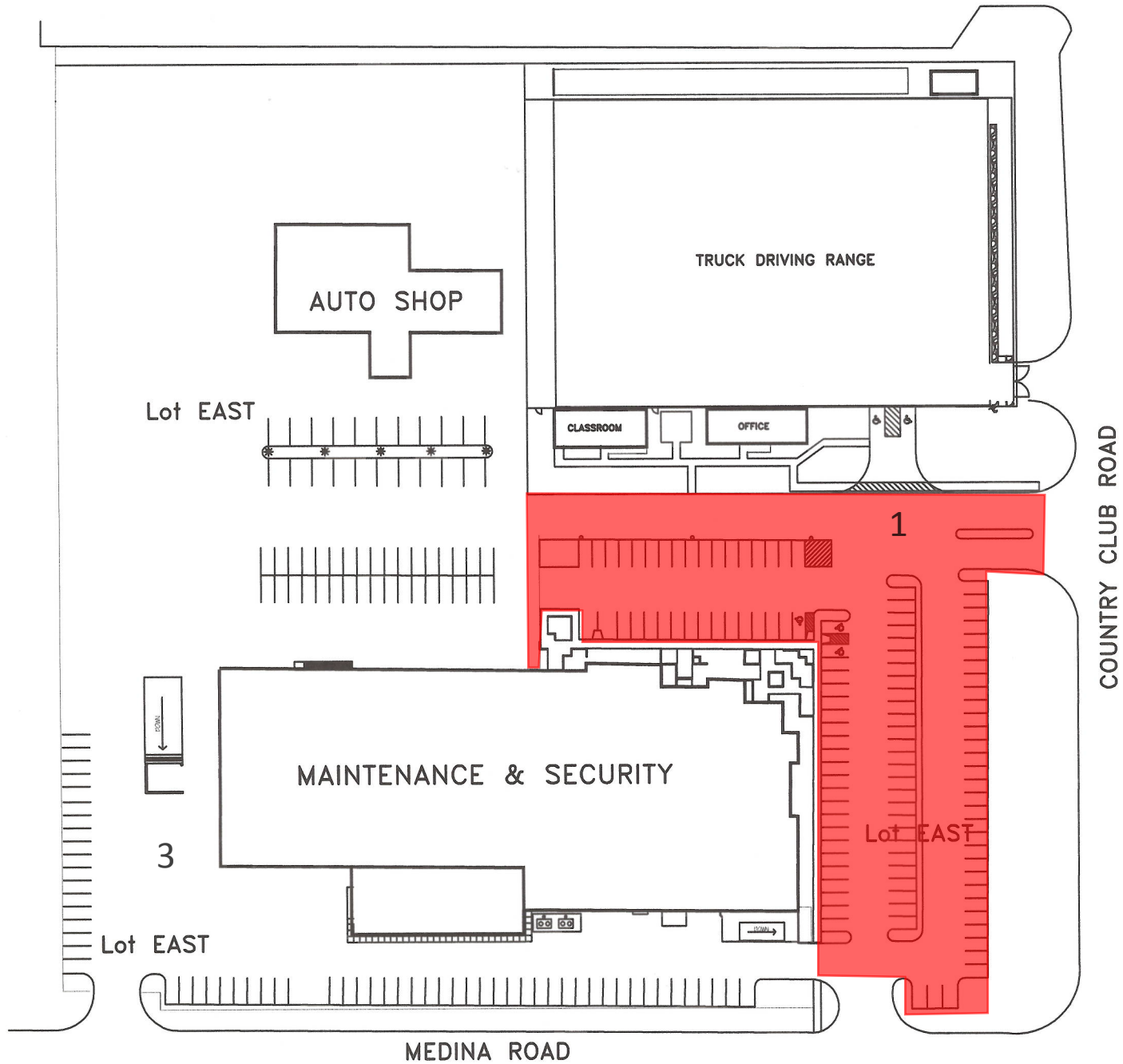
MAINTENANCE AND SECURITY

SITE PLAN



SCALE 1" = 100'

0 50 100 150 200



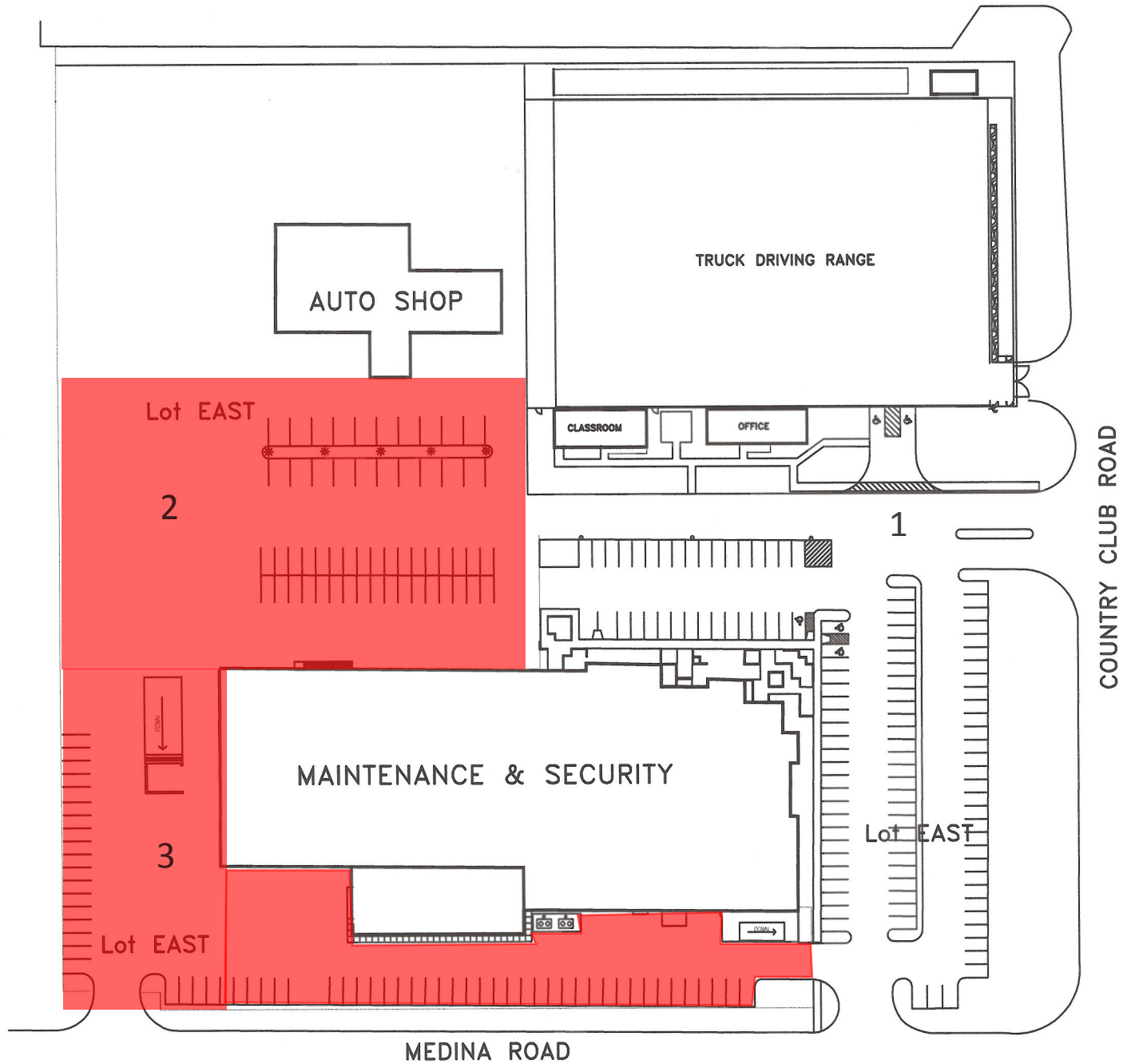


MAINTENANCE AND SECURITY

SITE PLAN



SCALE 1" = 100'



SECTION THREE
BID FORM

Date _____

Bid of _____,

(Name)

a corporation organized and existing under the laws of the State of _____;

_____ a partnership consisting of _____;

_____ an individual trading as _____.

(Name)

PROJECT: _____

TO: Pima County Community College District, hereinafter called the "Owner"

1. In compliance with your Notice Inviting Sealed Bids and Instructions to Bidders, the undersigned hereby offers to furnish the materials and perform the work for the Owner's Project designated above, in strict accordance with the Specifications, Schedules, Drawings, and all other pertinent Contract Documents, and agrees, upon written notice of acceptance of this Bid at any time within forty-five (45) days after the date of opening of the bids, that he will execute the Contract in accordance with the Bid as accepted, and give bond, as sufficient surety, in the amount of one hundred percent (100%) of the Contract Amount, within five (5) days after the Contract Documents are presented for signature, for the following sums:

Base Bid - _____ (\$_____).

Alternate No. 1 (Add)(Deduct) - PCC Maintenance & Security crack seal and slurry coat
_____ (\$_____).

Alternate No. 2 (Add)(Deduct) - PCC West Campus crack seal and slurry coat
_____ (\$_____).

Alternate No. 3 (Add)(Deduct) - _____
_____ (\$_____).

Alternate No. 4 (Add)(Deduct) - _____
_____ (\$_____).

2. Enclosed is bid security as required consisting of _____
in the amount of _____
(\$_____). (Not less than ten percent (10%) of the proposed Contract Amount,
including all additive alternates.)

3. It is understood and agreed that the work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract for the Project, on the date specified as the Start Date in the Notice to Proceed issued by the Owner in the manner specified in the Contract and General Conditions, and shall be completed by the Contractor within _____ N/A _____ (____) consecutive calendar days. If the work is not completed by that date, then the undersigned Bidder shall pay Owner the amount of _____ N/A _____ (\$_____) as liquidated damages for each calendar day after expiration of the Contract Time that the work remains incomplete. An Early Completion Bonus shall be paid to the Contractor at the rate of _____ N/A _____ Dollars (\$_____) per calendar day the work is Substantially Complete in advance of the expiration of the Contract time up to a maximum of _____ N/A _____ Dollars (\$_____). For purposes of the Early Completion Bonus, the Contract Time(s) shall not be extended or changed for any reason.

4. The undersigned Bidder hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

5. The undersigned Bidder understands that the Owner reserves the right to reject any or all Bids or to waive any formality or technicality, and to accept Alternates in any order or combination, and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates selected, as determined by the Owner in its sole discretion, in any Bid in the interest of the Owner.

6. The undersigned Bidder hereby certifies and affirms that this Bid is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

7. The undersigned Bidder hereby discloses the name of any officer, director or agent who is also an employee of the College or any of its agencies. Further, that it has

disclosed the name of any College employee who owns, directly or indirectly, an interest in the vendor or any of its branches. (Attach List if any)

8. Contractor's Arizona Contractor's License No(s). _____.

(Official Name of Firm)

SEAL - If Bidder is a

By _____

Corporation

Title _____

(Complete Business Address)

SECTION FOUR
LIST OF SUBCONTRACTORS

(To be filled out and submitted in separate sealed envelopes as a part of the Bid.)

OWNER'S PROJECT: Parking Lot Renovations

In compliance with Paragraph 2 of the Instructions to Bidders, the undersigned submits the following names of Subcontractors to be used in performing the work for the Project.

Contractor must indicate any changes in the subcontractor list that would result from acceptance by the Owner of any combination of alternates by identifying the substitute Subcontractor to be used, along with the number of the alternate that would result in such substitution. No substitutions or deviations from this list shall be permitted without written consent of the Owner. If required, the Contractor shall supply each subcontractor's License Type and Number to the owner within 24 hours of such request.

SUBCONTRACTORS OR MATERIALVENDOR'S WORK	SUBCONTRACTOR'S NAME	LICENCE NUMBER AND TYPE (TO BE SUPPLIED WITHIN 24 HOURS IF REQUESTED)
Excavation – Grading		
Irrigation		
Landscaping		
Fencing		
Paving		
Concrete		
Reinforcing Steel		
Masonry		
Carpentry		
Insulation		
Structural Steel		
General Sheetmetal		
Roofing		
Millwork and Cabinets		
Painting		
Glass and Glazing		
Hardware		

Drywall		
Stucco		
Kitchen Equipment		
Ceramic Tile		
Resilient Flooring		
Carpet		
Hollow Metal Doors and Frames		
Wood Doors		
Chalk and Tack Boards		
Windows		
Toilet Partitions		
Caulking		
Acoustical Ceilings		
Plumbing		
HVAC		
Electrical		
Fire Sprinkler System		
Fire Alarm System		

SUBMITTED BY:

Contractor

By _____

Title _____

Date _____

SECTION FIVE

FORMS ATTACHED

- BID BOND**
- PAYMENT BOND**
- PERFORMANCE BOND**
- BIDDER'S INFORMATION**
- CONTRACTOR'S AFFICAVIT OF RELEASE OF LIENS**
- FEDERAL DEBARRED LIST CERTIFICATION**
- AFFIDAVIT OF NON COLLUSION**

BID BOND

PURSUANT TO NOTICE INVITING SEALED BIDS
(Value of this bond
must be not less than 10% of the bid amount)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety"), as Surety, are held and firmly bound unto Pima County Community College 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 submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the bid and give 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 the Obligee the difference not to exceed the penalty of the bond between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid, 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 Ariz. Admin. Code Rule R7-2-1111, 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 a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 201__.

PRINCIPAL Seal

AGENCY OF RECORD

By _____
Title _____

Agency Address

SURETY Seal

By _____
Title _____

PAYMENT BOND

(Value of this bond must be 100% of the Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

That, _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Pima County Community College District, Pima County, Arizona (hereinafter called the "Obligee"), for 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, entitled Contract and General Conditions Between Owner and Contractor, dated the ____ day of _____, 201__ ("Contract"), to construct and complete certain work 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 Arizona Administrative Code Rule R7-2-1112, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Rule, 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 _____, 201__.

PRINCIPAL Seal

AGENCY OF RECORD

By _____
Title _____

Agency Address

SURETY Seal

By _____
Title _____

PERFORMANCE BOND

(Value of this bond must be 100% of the Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

That, _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Pima County Community College District, Pima County, Arizona (hereinafter called the "Obligee"), for 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, entitled Contract and General Conditions Between Owner and Contractor, dated the ____ day of _____, 201__ ("Contract"), to construct and complete certain work 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 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.

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 _____, 201__.

PRINCIPAL Seal

AGENCY OF RECORD

By _____
Title _____

Agency Address

SURETY Seal

By _____
Title _____

BIDDER'S INFORMATION

Bidder shall state if this Proposal is submitted by an Individual, Partnership, or Corporation.

1. IF PARTNERSHIP, list names of all partners:

2. IF CORPORATION, give name of State in which corporation is registered:

Provide the names of the following Corporation officers:

President _____

Secretary _____

Treasurer _____

3. If LICENSED CONTRACTOR, provide all contractor's license number(s) applicable to this Proposal:

4. Provide name of bonding company: _____

Total bonding capacity: \$ _____

5. Name of Firm _____

6. Telephone: _____ Fax: _____

**CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS**

CONTRACT NUMBER _____
CONTRACT DATE _____

TO

Pima County Community College District
District Purchasing Services
4905D East Broadway, Room 113
Tucson, Arizona 85709-1420

PROJECT:
(Name, Address)

State of:
County of:

The undersigned, pursuant to Article _____ of the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None")

CONTRACTOR:

Attachments

Address:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

By:

Subscribed and Sworn to before me on this
_____ day of _____ 201__.

Notary Public:

My Commission expires: ___ / ___ / ___

(Signature)

If by a Corporation:
(Seal)

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(Date)

District Finance Office – Purchasing
Pima Community College
4905 E Broadway Blvd.
Tucson, AZ 85709

In accordance with the Federal Acquisition Regulation, 52-209-5:

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
 - (A) (check one) **Are ()** or **are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at <http://epls.arnet.gov> on the Web)
 - (B) (check one) **Have ()** or **have not ()**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and
 - (C) (check one) **Are ()** or **are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) The Offeror (check one) **has ()** or **(has not ()**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals", for the purposes of this certification, means officers; directors' owners' partners' and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(a) The Offeror shall provide immediate written notice to the Contracting Officer, if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(b) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(c) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(Firm)

(Mailing Address)

(email address)

(Phone)

(Signature)

(Fax)

(Print Name)

(Federal Taxpayer ID Number)

(Print Title)

