

NOTICE INVITING SEALED BIDS
ITB No. 21/10039

Project: West Campus Laboratories Bldg. F Renovation

Sealed Bids will be received by Pima County Community College District ("Owner"), to do the work required for the Owner's construction Project known as **West Campus Laboratories Bldg. F Renovation** ("Project"), which is located in Pima County, Arizona.

DUE IN AND OPENS: The deadline for receipt of sealed Bids is: **March 2, 2021 at 3:00 PM (MST)**. Bid Packets must be electronically submitted by this deadline to the following location: EMAIL: do-bids-proposals@pima.edu ****ELECTRONIC SUBMILLTALS REQUIRED**** At approximately **3:05 PM (MST)** Bids will be **OPENED** publicly at the Owner's virtual location and read aloud by a representative of the Owner.

Opening Meeting Link: meet.google.com/rfi-drbp-tfp

Call In Phone #: 1-573-833-4081 **Conference Pin ID:** 419 891 976#

Any bid received after the DUE IN and OPENS date and time listed above will be returned and not considered.

PRE-BID CONFERENCE is **OPTIONAL** but highly recommended and will be held virtually online. The purpose of this conference is to discuss requirements and review solicitation documents.

Date: **February 5, 2021 at 10:00 A.M.** (Tucson Time) at the following link:

Pre-Bid Meeting Link: meet.google.com/vaz-dhcz-svz

Call In Phone #: 1-636-707-2188 **Conference Pin ID:** 862 151 136#

SITE VISIT is **MANDATORY** and a reservation is required by **February 8, 2021 3:00 PM**. Site Visits will be conducted on **February 9, 2021 and February 10, 2021** at various times during the timeframe of 9:00 am 2:00 pm. Multiple time slots are available to accommodate safe distancing measures required due to COVID-19. Two (2) members of a firm will be allowed to visit the site. Firm must make a reservation for one (1) thirty-minute slot by **February 8, 2021 3:00 PM**. Reservations may be requested by emailing the assigned Project Manager, Mike Baker at mbaker@pima.edu.

Time Slots for Mandatory Site Visit				
9:00 – 9:30	10:00 - 10:30	11-11:30	12:30 -1:00	1:30 – 2:00

QUESTIONS and **Requests for Approval of Equal Items of Equipment and/or Materials** pertaining to this bid must be communicated in writing and be received via email by **February 12, 2021 3:00 PM**. (Tucson Time). Questions must be sent to the email address below and include the specified Bid Number, Project Name and Procurement Analyst'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 to Questions submitted in writing and during the Pre-Bid Conference will be posted to Pima Community College Website by **5:00 P.M. (Tucson Time) on February 17, 2021**.

Senior - Procurement Analyst, Jennifer Moore, CPPB, MBA
do-bids-proposals@pima.edu.

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, Addenda (if any) are available on the Pima Community College Website:

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

Terry Robinson, NIGP-CPP, CPPO, CPPB, MBA
Director of Procurement & Payment Services
Pima County Community College District
4905 East Broadway Blvd., Room D206
Tucson, Arizona 85709-1420

Publish: ADT & ADS

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INTENT TO AWARD CONTRACT

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.

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 waive any informalities in the Bids received and 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.

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.

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 protests concerning this bid must be filed with the District Procurement and Payment Services Director no later than the tenth (10th) calendar day following the date of the Notice of Recommendation for Award.

INSTRUCTIONS TO BIDDERS

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 or by reference.

All Bid Packets must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the Bid Number, the title of the Project and the name of the bidder primary contact for this ITB Project.

The Bidder will complete each of the below **Required Submittal Forms**, and organize the forms in the following order:

Cover Letter

Bid Form

Bid Bond Form

Bidder's Information Form

List of Subcontractors and/or Materials Vendors Form

Exceptions Requested from the Contract Form

If applicable, Documents associated with Approval of equal items of equipment and/or materials.

Any other form required by reference.

It is the sole responsibility of the firm to ensure that complete Bid Packet submittals are received at DO-Staff-FO-Procur@pima.edub by the Due Date and Time (deadline) stated on Cover Page of this ITB solicitation or as changed by a solicitation addendum.

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

1. BIDS

1a. 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.

1b. Bids shall be made only upon the **Bid 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.

1c. Bids shall not contain any recapitulation of the work to be done. No oral, telegraphic, fax or telephonic bids or modifications shall be considered.

1d. The Bid (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.

1e. The Bid form must be used without alteration.

2. 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.

3. BID SURETY

All Bids shall be accompanied by the **Bid Bond Form** and bid surety, 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 surety bond must be enclosed with the Bid.

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

Surety: A certified or cashier's check or Bid Bond for five percent (5%) of the Base Bid 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 Payment and Performance Bonds and a contract as described by the bid documents.

4. LIST OF SUBCONTRACTORS AND MATERIAL VENDORS

4a. 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 the enclosed form titled "**List of Subcontractors and/or Materials Vendors Form**". The form will be completed and list by name the subcontractors who will be used in performing the work. **ALSO, included** and attached to this form should be a list of 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.

4b. 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.

4c. The Form shall be filled out and submitted as a part of the Bid Packet and include a list of alternate subcontractors titled "List of Alternate Subcontractors. Ensure this list of alternate subcontractors contains the name of the firm submitting the bid. The form 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 list of Alternate Subcontractors will be returned to the Bidder unopened.

4d. 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.

4e. 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.

4f. 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.

4g. 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.

5. APPROVAL OF EQUAL ITEMS, EQUIPMENT, 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:

5a. Prior Approvals: Substitutions requested must be submitted using the 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 in accordance with the dates and requirements associated with the Question and Answer period established for the solicitation. 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.

5b. 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.

5c. 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.

5d. 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.

6. 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.

7. 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 a completed and signed **Exception(s) Requested from the Contract Documents Form**; subsequent requests for deviation from Contract Documents will not be considered.

Each Exception should be addressed separately with specific reference to the requirement, specification including the page number, paragraph, and sentence and section number. For each exception, the Offeror will provide all of the following information: (i) Agreement Page Number and Section Number; (ii) Exception; (iii) Justification for Exception. Unjustified, or unsupported requests will be disregarded.

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.

8. 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.

9. 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.

10. WITHDRAWAL OF BID

Any bidder may withdraw his Bid, either personally or written request (emailed), 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.

11. INTERPRETATIONS AND ADDENDA

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.

12. ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES.

If the vendor or any of the vendor's employees participating in this solicitation need, or have questions about the College's accommodations for people with disabilities, please make arrangements with the specified College Procurement Analyst, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

CONTRACT AND GENERAL CONDITIONS BETWEEN OWNER & CONTRACTOR

THIS AGREEMENT, made this _____ day of _____, 2021, for the construction project: **West Campus Laboratories Bldg. F Renovation** by and between _____ hereinafter called the "Contractor," and Pima County Community College District, operating in Pima County, hereinafter called the "Owner":

WITNESSETH:

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. Project Manual – **BWS 1931.00**
3. Notice of Award and Receipt of Notice
4. Notice to Proceed and Receipt of Notice
5. Performance Bond and Payment Bond.
6. Addenda Nos. _____ dated _____.
7. 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.
8. Bid Form, dated _____.
9. Instructions to Bidders.
10. Notice Inviting Sealed Bids.
11. Certificates of Insurance
12. Questions and Answers

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 the construction project: **West Campus Laboratories Bldg. F Renovation** ("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 Three Hundred Sixty Six (366) calendar days.

3.3 LIQUIDATED DAMAGES AND EARLY COMPLETION BONUS.

3.3.1 Liquidated damages as used and defined in Article 11 herein shall be One Thousand Dollars (\$1,000.00) per calendar day for each day the Work remains not Substantially Complete after expiration of the Contract Time as defined in Article 11 and specified in Subparagraph 3.2 above.

3.3.2 An Early Completion Bonus shall be paid to the Contractor at the rate of One Thousand Dollars (\$1,000.00) per calendar day the work is Substantially Complete in advance of the expiration of the Contract time up to a maximum of Ten Thousand Dollars (\$10,000.00). For purposes of the Early Completion Bonus, the Contract Time(s) shall not be extended or changed for any reason.

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, OWNER'S REPRESENTATIVE AND CONTRACTOR. The Owner, Owner's Representative 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

Drawings and Specifications for this Project were prepared by M3 Engineering and Technology (Owner's Representative, hereinafter referred to as 'OR'), who shall act as OR pursuant to the Contract Documents.

5.1 OR: DEFINITION

5.1.1 The OR is the person or organization identified as such in this Contract and General Conditions, and the term OR means the OR or his authorized representative.

5.1.2 Nothing contained in the Contract Documents shall create any contractual relationship between the OR and the Contractor.

5.2 ADMINISTRATION OF THE CONTRACT.

5.2.1 The OR will be the Owner's representative during construction, until final payment and including the warranty period. The OR will have authority to act on behalf of the Owner, unless otherwise

modified by written instrument which will be shown to the Contractor. The OR will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the OR, except where the Owner deems direct communication with the Contractor necessary. Any direct communication between Owner and Contractor shall be copied to the OR. The OR and any person designated by Owner as Special Agent shall be Special Agents acting for and on behalf of the Owner for the duration of this Contract.

5.2.2 The OR 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 OR may perform their functions under the Contract Documents.

5.2.3 Neither the OR's authority to act under this Contract, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty of responsibility of the OR to the Contractor, any Subcontractor or material supplier, any of their agents or employees, or any other performing any of the Work.

5.2.4 The duties, responsibilities and limitations of authority of the OR as the Owner's representative during construction as set forth in Articles 1 through 18, inclusive, of this Contract and General Conditions will not be modified or extended without written consent of the Owner and the OR, notice of which will be given to the Contractor.

5.2.5 The OR 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.

5.2.6 In case of the termination of the employment of the OR, the Owner shall appoint a successor, whose status under the Contract Documents shall be that of the former OR.

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 OR will provide general administration of this Contract, including performance of the functions hereinafter described.

6.2.2 The Owner and the OR 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 and the OR may perform their functions under the Contract Documents.

6.2.3 The OR 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 OR 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 OR 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 OR 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 OR shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the OR'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 OR 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 OR 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 OR 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 OR 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 OR 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 OR as covered by Modifications. Shop Drawings, Product Data and Samples shall be properly identified as specified, or as the OR 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 OR'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 OR 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 OR 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 OR'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 OR 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 OR 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 OR timely notice of its readiness and of the date arranged so the OR 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 OR 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 OR, 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 Neither the observations of the OR or the Owner in their 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 OR 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 OR 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 OR 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 OR 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 OR 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 OR shall approve or modify the Application and forward for payment for such amount as the OR determines to be properly due, or state in writing the OR'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 five percent (5%) 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 OR 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 OR 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 OR 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 OR, 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 OR will promptly make such inspection and, when the OR 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 \$5,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$5,000,000 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 \$5,000,000 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.

14.2.5 Builder's Risk (Property) Insurance - The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk Insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the District has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the District, the Contractor, and all Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the District. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, the Contractor will be responsible for providing property insurance for these exposures under a Boiler and Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

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, OR 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 OR 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 OR 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 OR, it must, if required by the OR, 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 OR has not specifically requested to observe prior to being covered, the OR 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 OR 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 _____

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: **West Campus Laboratories Bldg. F Renovation**

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) - _____
_____ (\$ _____).

Alternate No. 2 (Add)(Deduct) - _____
_____ (\$ _____).

2. Enclosed is bid security as required consisting of _____ in the amount of _____ (\$ _____). (Not less than five percent (5%) 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 _____ (____) consecutive calendar days. If the work is not completed by that date, then the undersigned Bidder shall pay Owner the amount of One Thousand Dollars (\$1,000.00) 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 One Thousand Dollars (\$1,000.00) per calendar day the work is Substantially Complete in advance of the expiration of the Contract time up to a maximum of Ten

Thousand Dollars (\$10,000.00). 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)

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

(Official Name of Firm)

SEAL - If Bidder is a
Corporation

By _____
Title _____

(Complete Business Address)

BID BOND

PURSUANT TO NOTICE INVITING SEALED BIDS
(Value of this bond must be not less than 5% 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 the project: **West Campus Laboratories Bldg. F Renovation;**

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 _____, 2021.

PRINCIPAL Seal

By _____
Title _____

AGENCY OF RECORD

Agency Address

SURETY Seal

By _____
Title _____

LIST OF SUBCONTRACTORS and/or MATERIAL VENDOR Form

(To be filled out and submitted as a part of the Bid.)

OWNER'S PROJECT: **West Campus Laboratories Bldg. F Renovation**

In compliance with 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 MATERIAL VENDOR'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 (Company) Name

 Name Authorized Signor

 Title/Date

ATTACH to this form a List of Alternate Subcontractors in the below format:

SUBCONTRACTORS OR MATERIALVENDOR'S WORK	SUBCONTRACTOR'S NAME	LICENCE NUMBER AND TYPE (TO BE SUPPLIED WITHIN 24 HOURS IF REQUESTED)
---	----------------------	---

BIDDER'S INFORMATION FORM

Legal Name of business submitting the Bid:

Bidder shall state if this Bid 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 (first, last) of the following Corporation officers:

President _____

Secretary _____

Treasurer _____

3. If a LICENSED CONTRACTOR, provide all contractor's license number(s) and title(s) applicable to this Bid:

_____	_____
_____	_____
_____	_____
_____	_____

4. Provide name of bonding company: _____

Total bonding capacity: \$_____

5. Company:

Telephone: _____ Fax: _____

6. Name of Person authorized to bind the Firm: _____

Title: _____

Phone: _____ E mail: _____

Exceptions Requested to the Contract Document Form

Company Name _____

Any exceptions to the requirements of this ITB Contract, that the Bidder requests the College to consider must be addressed on this form.

Each Exception should be addressed separately with specific reference to the requirement, specification including the page number, paragraph, and sentence and section number. For each exception, the Offeror will provide all of the following information: (i) Agreement Page Number and Section Number; (ii) Exception; (iii) Justification for Exception. Unjustified, or unsupported requests will be disregarded.

Any exceptions requested from the College' Sample Agreement must be provided, using this Exception Form.

If there are **NO** proposed r exceptions, a statement to that effect must be provided.

_____(**initial**) Contractor certifies this bid has taken **NO** exceptions and does not propose alternative language.

Exceptions/s are noted in the space below or are included as an Attachment to this section.

**Authorized
Signature/Date**

Print Name

Title

**APPENDIX FORMS –
TO BE COMPLETED BY SUCCESSFUL BIDDER UPON AWARD OF CONTRACT**

- PERFORMANCE BOND
- PAYMENT BOND
- AFFIDAVIT OF NON-COLLUSION
- CONTRACTOR’S AFFIDAVIT OF RELEASE OF LIENS

PERFORMANCE BOND

(Penalty of this bond must be 100% of the total proposal amount)

KNOW ALL MEN BY THESE PRESENT: THAT,

(hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State Of _____, with its principal office in the 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 entered into a certain written contract with the Obligee, dated the _____ day of _____ 2021, to construct and complete a certain work described as Project: **West Campus Laboratories Bldg. F Renovation**

_____ 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

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 judge of the Court.

Witness our hands this _____ day of _____ 2021.

Principal Seal
By: _____

Surety Seal

Agency of Record

PAYMENT BOND

PURSUANT TO A.R.S. SECTION 41-2574

(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENT:

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

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____ day of _____ 2021, to construct and complete a certain work described as Project: **West Campus Laboratories Bldg. F Renovation** 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 said Principal shall promptly pay monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of A.R.S. Section 41-2574, and all liabilities on this bond shall be determined in accordance with the provisions of the Section, to the extent as if it was 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 judge of the Court.

Witness our hands this _____ day of _____ 2021.

Principal Seal

By: _____

Surety Seal

Agency of Record

Before payment is made, CONTRACTOR shall furnish OWNER with a full Lien Release. This Lien Release shall be accompanied by a notarized affidavit (sworn statement) to the effect that all claims of any character pertaining to the performance of the Contract, including sub-contractors, material suppliers and labor, have been paid in full and that the acceptance of payment is acknowledged as a release of OWNER from any and all claims arising under, or by virtue of the Contract.

**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: West Campus Laboratories Bldg. F Renovation

(Company Name, Address)

State of:

County of:

The undersigned, pursuant to the terms and conditions of Contract for the construction Project: **West Campus Laboratories Bldg. F Renovation**, 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:
Address:

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

By:

Subscribed and Sworn to before me on this
_____ day of _____ 2021.

Notary Public:
My Commission expires: ____/____/____

(Signature)

If by a Corporation:
(Seal)

ITB Completion Checklist

This checklist is a summary of some of the required components of the ITB. It is provided as a convenience to vendors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the vendor to submit complete and compliant Bid Packets.

Cover Letter

Required Submittal Forms

- Bid Form
- Bid Bond Form
- Bidder's Information Form
- List of Subcontractors and/or Materials Vendors Form
- Exceptions Requested from the Contract Form
- If applicable, Documents associated with Approval of equal items of equipment and/or materials
- Any other form required by reference