



ACKNOWLEDGMENT OF RECEIPT

IFB #3485-2 RSCC Hohokam Building - Roof Replacement

Please provide the requested information below as acknowledgment that you have received our Invitation for Bid noted above. To ensure receipt of any future addenda and to remain in our vendor database it is **strongly recommended** that interested Bidders complete this acknowledgment and return email to: purchasing@domail.maricopa.edu even if you do not intend to submit a bid.

All addenda/amendments will continue to be posted on our website at:

<https://procurement.maricopa.edu/bid-opportunities>

Failure to sign and return the "Acknowledge of Receipt" will result in your company not being sent any addenda to this IFB. Addenda may significantly alter the specifications of this IFB which could result in your proposal being deemed unresponsive if this form is not returned.

Name of Firm: _____

Address: _____

Tel #: _____ Fax #: _____

E-Mail: _____

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

PLEASE NOTE: Failure to respond to this acknowledgment may result in your company being removed from our bidders mailing list for this commodity.

() We will not be responding to this solicitation. Please retain us on the bidder's mailing list.



MARICOPA COMMUNITY COLLEGE DISTRICT

**Rio Salado Community College (RSCC)
1480 South Hohokam Dr., Tempe, AZ 85281**

Hohokam Building – Roof Replacement

**PROJECT #21.1646
INVITATION FOR BID #3485-2**

**Maricopa Community Colleges
District Support Services Center
2411 West 14th Street, Tempe, AZ 85281-6941**

BIDS DUE: 3:30 P.M. (local time), Tuesday, March 23, 2021

**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
Rio Salado Community College (RSCC)**

**Hohokam Building – Roof Replacement
Project #21.1646 Bid #3485-2**

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MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
RSCC Hohokam Building – Roof Replacement
PROJECT #21.1646 INVITATION FOR BID #3485-2

Consultant Contact: Jerry Brown, WRECorp. 6829 W. Corrine Dr., Peoria, AZ 85381-5357, 623-878-7117
Lead Contact; Bryan Hill, RRC 623-878-7117 bryan@wrecorp.com

MCCCD, Facilities Planning Contact: Ted Dick, Architectural Project Manager, 2411 W. 14th St., Tempe, AZ 85281-6942, Cell: 602-465-9970, Office: 480-731-8983

Rio Salado Campus, Site Contact; Richard Oros, Director College Facilities Planning and Development, 2323 West 14th St., Tempe, AZ 85281. (480) 517-8208

PROJECT DESCRIPTION: Remove approximately **32,908 SF** of existing Modified Bitumen Roofing (over wood decking). Replace with polyisocyanurate insulation, polyurthane foam and elastomeric coating roof system per attached drawings and specifications. Work involves associated improvements.

WORK THAT IS NOT PART OF THIS BID includes: geo-technical reports and materials testing, any hazardous materials testing or abatement, structured wiring/equipment/racks/instruments for voice/data systems, audio-visual systems or building security systems. All of these, if required, will be provided through separate direct-to-owner contracts.

PROJECT ESTIMATE: \$400,000.

PROJECT CONSTRUCTION TIME: 60 calendar days from Notice to Proceed.

SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
1. Release Bid Documents (end of day)	3/3/2021

Documents are available electronically through MCCCD Procurement.

Ren R. Carlson
Procurement Supervisor
MCCCD Purchasing Dept.
2411 W. 14th St., Tempe, Arizona 85281-6942
Phone: 480-731-8519
Fax: 480-731-8190

2. Pre-Bid Conference	3/10/2021
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A pre-bid meeting will be held **outdoors, on the East side of the Hohokam Building** at Rio Salado Community College Campus, on **Wednesday March 10, 2021 at 10:30 a.m.** **Attendance is not mandatory but is strongly recommended.**

Due to the impact of the COVID-19, as well as Governor Doug Ducey's directive to limit public gatherings, **a strict limit of 1 person per company** may attend.

Attendees are required to wear a face mask/covering.

Tours of the project site can be arranged by phone call to Richard Oros, Director College Facilities Planning and Development, Rio Salado Community College, 480-517-8208.

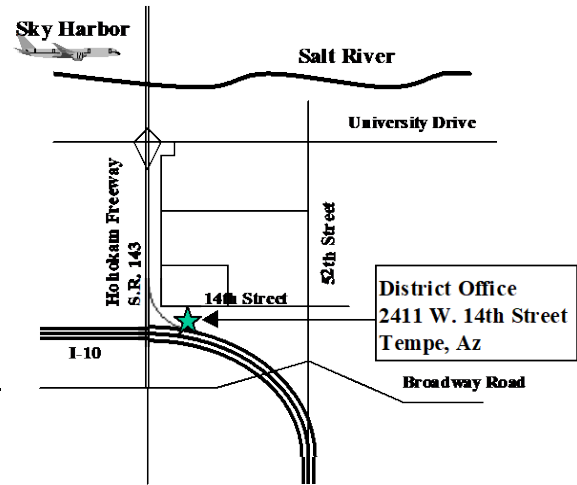
3. Prior Approval (Substitution Requests)

Last day receipt by **12:00 p.m. on Monday, March 15, 2021**. All requests must be submitted **to the consultant directly**, not to the Owner (at least 8 days prior to bid opening).

4. Bids Due: **Tuesday, March 23, 2021** **3:30 p.m. (local time)**

At the Lobby Reception Desk of the District Support Services Center, 2411 West 14th St. Tempe, Arizona. This is located between Broadway and University, west of 52nd Street, in Tempe. **When delivering your Bid/Proposal please allow for sufficient time to check in through the Security Desk. A face mask/covering will be required to enter the building.**

Due to the impact of COVID-19, as well as Governor Doug Ducey's directive to limit public gatherings, a strict limit of **1 person per company** may attend the bid opening. An R.S.V.P. must be sent to ren.carlson@domail.maricopa.edu. **Attendees are required to wear a face mask/covering.**



5. Notice of contingent Contract Award (estimated) O/A **Monday, May 3, 2021**.

Notice to Proceed will be issued once the contract is signed and returned, along with bonds and Certificate of Insurance, the Governing Board concurs and PO issued.

6. Schedule for Work

The work in this Contract must be done in such a manner as to prevent interruption of building operations, air-conditioning and/or utility services. Interruption of any service must occur outside normal business hours and/or be arranged with the owner representative's approval a minimum of 48 hours in advance of the event. Work is to be coordinated with the College Facilities Director through WRECorp, The Roofing Consultant.

Until further notice any construction work on an MCCC campus shall follow the COVID-19 Construction Guidelines as outlined beginning on page 67.

INSTRUCTIONS TO BIDDERS

PURPOSE OF BID. The Maricopa County Community Colleges District (MCCCD) is accepting sealed bids to select a Contractor to provide all materials, labor, taxes, bonds, and insurance for the following:

Project: **RSCC - Hohokam Building – Roof Replacement**

At: **Rio Salado Community College, 1480 S Hohokam Dr., AZ 85281**

CONTRACTS WITH MINORITY VENDORS Subcontracts or partnerships with minority or women owned firms and businesses are encouraged, but are not otherwise required.

BID SUBMISSION. It shall be the **responsibility of the Bidders** to assure that Bids are received as follows:

The Bid packet must contain **one (1) Original, one (1) Copy, and one (1) copy in PDF Format on a USB flash drive of the Bid.** The original must be clearly marked "Original".

The Bid must be delivered Sealed.

The Bids must be received at the Main Reception Desk of MCCCD, 2411 West 14th St., Tempe, Arizona, 85281, no later than the time and date noted on the Calendar of Events.

☛ **When delivering your Bid/Proposal, please allow for sufficient time to check in through the Security Desk. Only 1 person will be allowed into the building to deliver the Bid. A face mask/covering must be worn when entering the building.**

Bids received after this time and date, or if the bid package is unsealed, shall not be considered and will be returned unopened.

The following information must be clearly visible **on the Bid Packaging:**

Invitation for Bid #3485-2 _____ Project #: 21.1646

Project: RSCC - Hohokam Building – Roof Replacement

Located at: Rio Salado Community College Campus

Bid Closing Date: Tuesday, March 23, 2021 at 3:30 p.m.

Bid time shall be determined as the time stated, zero seconds (e.g., 3:30:00 p.m.). Bids received after that time (e.g., 3:30:01 or later) are considered late and will not be accepted. Bids must be in the Purchasing representative's hands by the submittal time stated to be considered as being "received". Bidders shall confirm the time and location of the official bid clock and coordinate their own clock or watch to assure themselves of timely delivery of the bid. Timely delivery of the bid into the representative's hand prior to bid submittal time is the obligation of the Bidder. Bids not delivered per these requirements will be rejected and will not be considered, even if inadvertently accepted, time stamped or read aloud at the Bid opening.

BID EVALUATION: This Invitation for Bids does not constitute a commitment by the District to award a contract. The District reserves the right to waive any formalities and to reject any or all bids and/or to cancel the Invitation for Bids. The award shall be made on the bid(s) that best serve the interests of the District and may not be evaluated solely on a monetary basis. **No contract award shall exist until executed in writing.**

QUALIFICATION OF BIDDER:

Each Bidder shall submit along with his bid a completed statement of qualifications on the form provided herein. When requested by the District, each Bidder shall also submit a completed statement of qualifications for each of his proposed subcontractors within twenty-four (24) hours from the time the final list is submitted. Prior to Contract award or within seven (7) days of the Owner's request to do so, the successful Bidder shall be prepared to demonstrate that his present organization, direct labor force and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner and in accordance with the Contract Documents.

The contract will be awarded to the lowest responsive and responsible Bidder, and whose bid is considered to be in the best interest of the Owner. The Lowest Bidder is determined by the aggregate amount of the unit prices set forth in the Form of Bid or the aggregate amount of the Base Bid, plus any alternates selected by the Owner, including sales tax for each priced item.

A Responsive Bidder shall mean a Bidder who has submitted a bid that conforms, in all material respects, to the Bidding Documents.

A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
2. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
4. The quality of performance of previous contracts or services. For example the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by Owners on previous contract with Bidder,
 - b. The Bidder's compliance record with contract general conditions on other projects,
 - c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Bidders record for completion of the work within the Contract Time or within Contract Milestones and Bidders compliance with scheduling and coordinating requirements on other projects, including Contractor's propensity to run significantly behind schedule for most of a project,
 - e. The Bidder's demonstrated cooperation with the Owner or Design Consultant and other contractors on previous contracts,
 - f. Whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents;
 - g. Whether the Contractor has received a written Notice of potential Default for cause or Termination for cause, whether or not termination or default actually occurred, on any prior District projects or projects for any other owner within the previous five years.

- h. Whether the Contractor has defaulted, been terminated, or had projects taken over by the owner or surety, on any prior District projects or projects for any other owner within the previous five years.
5. The previous and existing compliance by the Bidder with laws and ordinances relating to contracts or services;
6. The proposed prices bid are materially unbalanced between line items. A bid is materially unbalanced when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and there is a reasonable doubt that the bid will result in the lowest overall cost to Owner, even though it may be the low evaluated bid.
7. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
8. The quality, availability and adaptability of the goods or services to the particular use required;
9. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;
10. Whether the Bidder is in arrears to the Owner on debt or contract or is a defaulter on surety to the Owner;
11. Such other information as may be secured by the Owner having a bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the work,
 - b. Whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects, for this or other Owners.

Conditional bids will not be accepted.

REFERENCES:

To meet minimum requirements, the Bidder shall furnish a minimum of five (5) references for which the bidder has provided services on a contract similar in scope (dollar amount, complexity and type of construction) to those described in this IFB. Prior to award, the references will be checked and verified. At the sole discretion of the District, a poor or bad reference(s) (whether from listed references or other owners or designers from recent work) may cause the bidder to be rejected as non-responsive. References shall be listed in ATTACHMENT "B", STATEMENT OF BIDDER'S QUALIFICATIONS, in the Form of Proposal.

PROPRIETARY INFORMATION: In the event any Bidder shall include in their bid any information deemed proprietary or protected, such information shall be separately packaged from the balance of the Bid Forms and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the bids submitted unless the information is expressly restricted by the Bidder. Pricing is not considered proprietary information.

BID FORMS: All bids must be submitted on the Bid Forms provided. No oral, telephone, or telegraphic bids or modifications will be considered. Facsimile (fax machine) or computer data transfer submittals will not be accepted.

WITHDRAWAL OF BIDS: Any Bidder may withdraw their bid by written notification at any time prior to the deadline set for receipt of bids. No bid may be withdrawn or modified after that deadline and shall be binding upon the Bidder for a period of ninety (90) days after the bid closing date. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with the general terms and conditions of the Project Documents.

COST OF PREPARING BIDS: Any and all costs associated with the preparation of responses to this Invitation for Bids including site visits, oral presentations, and any other costs shall be entirely the responsibility of the Bidder and shall not be reimbursable in any manner by the District.

AWARD WITHOUT DISCUSSION: The District reserves the right to make an award without further discussion of the bids received. It is therefore critical that all bids be submitted initially in the most favorable terms possible, both economically and technically.

CONTRACT ASSIGNMENT: Any resultant Contract, in part or in whole, **shall not** be subcontracted or assigned to another Contractor **without prior written permission of the appropriate District authority.**

MCCCD MODIFICATION TO BIDS: Any interpretation, correction, or change of this Invitation for Bids will be made by written Addendum. Interpretations, corrections, or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCD or their consultant. Addenda will be distributed to all who are known to have received a copy of the Bid Documents. All addenda must be acknowledged on the bid form.

BIDDER MODIFICATION: Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to MCCCD. Such notice must be received by MCCCD prior to the time designated for receipt of bids by MCCCD at the address provided herein.

ALTERNATES/SUBSTITUTIONS: Except as mentioned below, any manufacturer's name, trade name or model number shown are for the purpose of establishing minimum levels regarding capability, quality, and function. Whenever such a brand name is shown, it is understood to mean OR ACCEPTABLE ALTERNATE. Bids will be considered for brand names meeting the minimum levels with the following stipulations: Alternate materials accompanied by full descriptive literature must be submitted for prior approval at least eight (8) calendar days prior to bid. Only materials which are specified or receive prior approval may be used in this work. Please use the Substitution Request Form "Attachment C" when submitting for prior approvals.

The Owner will make the sole determination as to the suitability of the alternate item bid with regard to compliance with minimum performance levels, characteristics, or features which may affect minimum levels, and budgetary considerations.

BID SECURITY: Bid security shall be made payable to, Maricopa County Community College District, in the amount of ten percent (10%) of the total amount of the Contract. Security shall be either certified check or bid bond issued by a surety company licensed to conduct business in the State of Arizona. The successful Bidder's security shall be retained until the Contract is signed and the required Performance and Payment Bonds have been furnished. If any Bidder refuses to enter into a Contract, the District will retain the Bid Security as liquidated damages but not as a penalty.

PERFORMANCE AND PAYMENT BONDS: The successful Bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as a security for the payment of all persons performing labor and furnishing materials for this Contract. The cost of these Bonds shall be borne by the Contractor and the amount shall be included in the bid proposal price. Bonds shall be made payable to Maricopa County Community College District.

GENERAL TERMS AND CONDITIONS

The following General Conditions constitute the provisions of the agreement to be executed between the District and the successful Bidder. The District reserves the right to negotiate with the successful Bidder and modify any of the provisions of the agreement prior to execution.

PARTIES TO AGREEMENT: The Contract shall be between the Maricopa County Community College District, hereafter referred to as District, and the successful Bidder, hereafter referred to as Contractor.

LIABILITY FOR TAXES: The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The District/Institution shall not be liable for, and will not make reimbursement to the Contractor, any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the Contract or otherwise.

FEDERAL EXCISE TAX: The Maricopa County Community College District is exempt from Federal Excise Tax.

USE TAX: The Maricopa County Community College District pays out-of-state Use Tax directly to the State of Arizona.

CATASTROPHES: If, because of riots, war, public emergency or calamity, fire, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the Institution are interrupted or stopped, performance of this Contract, with the exception of moneys already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of this Contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.

PERMITS, LICENSES AND BONDING: The Contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with all pertinent municipal, county, state and federal laws, and assume liability for all applicable taxes including, but not restricted to, sales and personal property taxes.

Each bidder shall be an Arizona licensed Contractor and be appropriately licenses for the intended work at the time of bid submission. It is the contractor's responsibility to assure that the State of Arizona Registrar of Contractor's license proposed for this project allow the contractor to perform the full scope of work if it is not a B-01 or B-02 General Commercial Contractor license. In general interpretation, a Specialty Commercial Contracting license will allow a minor amount of subcontracted work to trades outside the specialty license if that work is both directly related to the main work of the project, does not represent a significant percentage of the total contract value (usually 15% or less) and is, in itself, not significant. Examples of what has been allowed is subcontracting of concrete work for concrete patching or concrete pole bases for an exterior electrical lighting contract, or extension of or new electrical circuits from existing circuit breakers needed in an HVAC renovation project. Examples of what has not been allowed to be subcontracted under a Specialty Commercial Contractor license would be providing new electrical panels in the same HVAC renovation project, installing new lay-in ceiling tile throughout a large area when only a small portion was needed in the immediate area of a small replacement air handler, etc.)

No municipal building permit is required for work on district property.

PROVISION OF SUPPLIES, MATERIALS AND LABOR: The Contractor shall furnish all supplies, transportation, equipment, and all management and labor necessary for the efficient and sound provision of the products and installation services included in this Contract, subsequent extensions, and amendments.

NON-DISCRIMINATION: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, physical condition, developmental disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities.

COMPLIANCE WITH LAWS: The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments thereto) and shall indemnify and hold harmless the District from any and all costs or expenses whatsoever arising out of the Contractor's compliance or noncompliance therewith.

LEGAL WORKER REQUIREMENTS: Contractors are reminded that as mandated by Arizona Revised Statutes § 41-4401, Maricopa is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with the requirements to verify the employment eligibility of their employees through the Federal E-verify system. Note that this also applies to all subcontractors and sub-consultants that you may use for this work. See Maricopa agreements for this proposed work for additional detail.

NON-COLLUSION: MCCCCD encourages free and open competition. Whenever possible, specifications, bid invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy MCCCCD's needs and the accomplishment of a sound economical operation.

The Bidder's signature on this Bid, **including Attachment "A"**, guarantees that the prices offered have been established without collusion with other eligible Bidders and without effort to preclude MCCCCD from obtaining the lowest possible competitive price. The award will be made to the responsible offeror whose bid is determined to be the most advantageous to MCCCCD based on the evaluation factors in this Invitation for Bid. Attachment "A" must be included with the bid package.

CONTRACT TERMINATION: In addition to the termination considerations shown the in Contract Conditions, The following conditions describe the possible options which may predicate a termination of the Contract:

Termination by the District: The District may terminate this Contract for neglect as determined by the District which shall consider such items as: insufficient insurance coverage, failure to provide required periodical statements or payments due on or before the fifteenth day of each month, failure to enforce required standards of sanitation, failure to keep wage payments to employees current, or quality of service deemed unsatisfactory to the District. This may include any cessation or diminution of service included, but not limited to, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise or any substantial change in ownership or proprietorship of the Contractor who in the opinion of the District is not in its best interest or failure to comply with the terms of this Contract. The District shall provide ten (10) calendar days written notice of contract neglect, and unless within ten (10) calendar days such neglect has ceased, and arrangements made to correct, the District may terminate the Contract by giving ten(10) days' notice in writing by registered or certified mail of its intention to cancel this Contract.

Termination by Contractor: Should the Institution breach any terms or provisions of this Contract, the Contractor shall serve written notice on the Institution setting forth the alleged breach and demanding compliance with the Contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements made for corrections, the Contractor may terminate the Contract by giving ten(10) days' notice in writing by registered or certified mail of its intention to cancel this Contract.

LIQUIDATED DAMAGES: Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), he shall pay the Owner, as liquidated damages, the sum as shown on the Owner-Contractor Agreement for each consecutive calendar day that terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete the work within the stipulated time period; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

INSURANCE REQUIREMENTS: Without limiting any of their obligations or liabilities, the Contractor, at Contractor's own expense, shall purchase and maintain for the duration of this Contract the hereafter stipulated minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. Such insurance shall be with companies duly licensed or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the Maricopa County Community College District (MCCCD). Each insurer shall have a current Best rating of not less than A:VIII. Use of alternative insurers requires prior approval of MCCCD. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements stated herein.

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Maricopa County Community College District, its agents, representatives, officers, directors, officials and employees relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the Maricopa County Community College District, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to attorney's fees, court costs and the cost of appellate proceedings) that is attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission caused by the sole or partial negligence of the Contractor, subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

The insurance policies, except Workers' Compensation, required by this Contract, shall name MCCCD, its agents, representatives, officers, directors, officials, employees, volunteers, and consultants as Additional Insured, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the entity or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or any replacements thereof.

The MCCCD and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Consultant, Consultant's sub-consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by **Builder's Risk Insurance** applicable to the Work, except such rights as they have to proceeds of such insurance held by the MCCCD or Contractor as fiduciary. The MCCCD or Contractor, as appropriate, shall require of the Consultant, Consultant's sub-consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The coverages shall contain no special limitations on the scope of protection afforded to MCCCD, its agents, representatives, officers, directors, officials, employees, and volunteers.

All insurance policies 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 constitute a material breach of this Contract upon which MCCCD may immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by MCCCD shall be repaid by Contractor to the MCCCD upon demand, or MCCCD may offset the cost of the premiums against any monies due to the Contractor from MCCCD. Costs for coverages maintained by Contractor in excess of those required shall not be charged to the MCCCD without prior written approval of MCCCD.

The Contractor's insurance shall be primary insurance as respect MCCCCD, and any insurance or self-insurance maintained by MCCCCD shall be excess of the Contractor's and shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect MCCCCD.

The policies may provide coverage that contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to MCCCCD under such policies. The Contractor shall be solely responsible for deductibles and/or self-insured retentions and MCCCCD, at its option, may require the Contractor to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. (However, evidence of qualified self-insured status will satisfy this agreement.) The insurance policies that contain deductibles or self-insured retentions in excess of \$100,000 per occurrence shall not be acceptable without the prior approval of MCCCCD.

MCCCCD reserves the right to request and to receive, within 10 working days, complete certified copies of any or all of the policies and/or endorsements. MCCCCD 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 waiver of, MCCCCD's right to insist on strict fulfillment of Contractor's obligations under this Contract.

At the execution of this Contract, Contractor shall furnish the MCCCCD Risk Manager 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 this Contract are in full force and effect. Such Certificates and endorsements shall identify the Contract or Project. Each insurance policy required by this Contract shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the MCCCCD Risk Manager.

Such notice shall be sent directly to:

Ren R. Carlson, Purchasing Department
Maricopa County Community College District
2411 W. 14th Street
Tempe, AZ 85281

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the MCCCCD before work commences. In the event any insurance policy(ies) required by this 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 expires during the life of the Contract, a renewal certificate must be sent to MCCCCD thirty (30) days prior to the expiration date.

If the MCCCCD finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion, such occupancy shall not commence prior to a time mutually determined by the Contractor and MCCCCD. The Project insurance shall not be canceled or lapsed on account of such partial occupancy. If the insurance company or insurance companies require notification of such occupancy, it is the responsibility of the Contractor to fulfill the terms and conditions of the insurance contract(s). If MCCCCD supplied materials, furniture, or equipment are placed in the Project prior to Substantial Completion, the Contractor shall obtain permission of his insurer and provide additional coverage for these items until Substantial Completion is achieved. Consent to such early occupancy shall not be unreasonable withheld by the Contractor.

REQUIRED COVERAGES

Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with an unimpaired limit of liability of not less than \$5,000,000 for each occurrence with a \$5,000,000 Products and Completed Operations Aggregate and a \$5,000,000 General Aggregate Limit. The general aggregate limit shall apply separately to the Work under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy 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 this 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 XCU.

Such policy 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 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.

The Sub-Contractor subcontracting any part of the work, services, or operations awarded to the Contractor shall purchase and maintain all coverages required of the General Contractor.

Builders' Risk (NOT REQUIRED IF PROJECT IS 100% SITEWORK and NO WORK OCCURS WITHIN ANY BUILDING)

Contractor shall purchase and maintain Builders' Risk Insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the MCCCCD has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the MCCCCD, the Contractor, Subcontractors and Sub-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 MCCCCD. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the Work being performed and 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 risks of direct physical loss or damages from external causes including flood and earthquake 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 responsibility, and continuing without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction 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, at the option of MCCCCD, the Contractor will be responsible for providing proper insurance for these exposures under a Boiler & Machinery policy.

Automobile Liability

Contractor shall maintain Commercial/Business Automobile 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 any of 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 0011293, 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 combined single limits for bodily injury and property damage shall apply.

Workers' Compensation

The 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 \$1,000,000 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 insurance to at least the same extent as required of the Contractor.

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

(Insurance requirements revised 8/26/03)

SAFETY PROGRAM

Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this Work. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the Worksite and all other persons who may be affected thereby.
2. All the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
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.

Contractor shall comply will all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain, as required by existing conditions and progress on the Work, all necessary 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.

No existing main switches, circuit breakers or valves should be operated by the contractor. The College will provide personnel to operate, shut down or start up existing systems. When working within or adjacent to existing facilities, or when tying into existing utilities, the Contractor shall use and comply with College red tag permit systems, tag out procedures and hot work permit systems for cutting, welding, soldering, grinding, etc.

Safety Warranty

Contractor warrants that Contractor is aware of, and understands the hazards which are presented to, persons, property, and the environment relating to, and arising out of, the Contractor's work or service, as described in this Contract's scope of work or service. In the event the Contractor or Contractor's Subcontractor is working or operating in an unsafe manner, the Contractor will immediately take full and appropriate steps to assure the safety of those working in the construction area or job-site.

PERFORMANCE BOND AND PAYMENT BOND

At the execution of this Contract, the Contractor shall file with the MCCCDC, a performance bond and a payment bond on MCCCDC approved forms in the full amount of the Contract pursuant to A.R.S. 41-2574. The cost of the bonds shall be included in the Contract Sum, and the bonds shall be payable to the Maricopa County Community College District. The Contractor shall require the attorney-in-fact that executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney. The bonds required by this section shall be provided solely by one or more surety companies holding a Certificate of Authority to transact surety business in this State issued by the Director of the Department of Insurance pursuant to A.R.S. 20, Chapter 2, Article 1. Individual surety or sureties shall not execute the surety bond or bonds, even if the requirements of A.R.S. 7-101 are satisfied.

Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit copies to be made.

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FORM OF PROPOSAL

Date _____

TO: Maricopa County Community College District Governing Board OWNER
2411 West 14th Street ADDRESS
Tempe, Arizona 85281 CITY/STATE

FROM: _____ BIDDER
 _____ ADDRESS
 _____ CITY/STATE

Operating as (strike out conditions that do not apply) an individual, a Company, a Corporation, an LC or LLC, organized and existing under the law of the State of Arizona, or a Proprietorship, a Partnership, or Joint Venture consisting

of _____

BASE BID PROPOSAL:

When delivering your Bid/Proposal please allow for sufficient time to check in through the Security Desk.

1. Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the bidding document for the following project:

The RSCC - Hohokam Building – Roof Replacement

(Bid Package Designation **#3485-2** together with any addenda to such Bidding Documents as listed hereinafter,

Total Allowance amount to be **included** in Base Bid below (see Contract Conditions) **\$ 20,000**
(note: The Contractor is to include in his base bid all overhead and profit markups, and all markups related to bonds, insurance, taxes, etc., to be applied to direct contractor labor and materials or subcontractor work, including markups, for performing allowance account work as directed by the Owner.)

The undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation taxes, allowances, and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents for the lump sum consideration of:

_____ Dollars (\$ _____)*

***(Including all applicable sales tax.)** said amount being hereinafter referred to as the Base Bid or Bid Proposal.

2. If notified of acceptance of this proposal and contract award within ninety (90) calendar days after receipt of bids, the undersigned agrees to execute a contract for the above-named project work and the above-stated consideration on the form required, within ten (10) calendar days of such notification. The undersigned hereby designates the office address stated on the first page of this proposal as the address to which a Notice to Award of this construction contract may be delivered and to which all office

correspondence and notices be mailed, faxed or delivered and to which all office correspondence and notices may be mailed, faxed or delivered, unless the Owner is otherwise notified in writing.

3. The undersigned proposes to perform alternatives for stated resulting additions to or deductions from the Base Bid. Additions and deductions shall include any modifications of work or additional work that undersigned may be required to perform by reason for the acceptance of any alternative, and represent actual, not assigned, costs for the work described. (Note: Include all alternatives as required by Bidding Documents.)

ADDENDA ACKNOWLEDGMENT:

4. The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.) **ALL ADDENDA MUST BE ACKNOWLEDGED, REGARDLESS OF IMPACT ON WORK.**

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TIME OF COMPLETION:

5. The undersigned agrees to substantially complete all work under this Contract within the dates specified in the milestone or specific date schedule, as set forth in the Owner-Contractor Agreement and the General Conditions.

CHANGES IN WORK:

6. The undersigned agrees that should changes in the work be ordered the cost, if any, shall be determined in accordance with appropriate sections of the Contract General Conditions.

BID SECURITY:

7. Bid security in the amount of ten percent (10%) of the sum of the Base Bid without endorsement, in the sum of:

_____ Dollars (\$_____)

that is to become the property of the Owner in the event the Contract and Performance and Payment Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused the Owner.

8. The undersigned agrees that upon receipt of the Notice of Acceptance of his bid, he will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as may be required by the Specifications.
9. The undersigned further agrees to execute the formal Contract within ten (10) days from the date of Notice of Acceptance of this Proposal, and in case the undersigned fails or neglects to appear within

the specified time to execute the Contract, and the Cashier's Check or Bid Bond accompanying this Proposal will be forfeited to the Owner by reason of such failure on the part of the undersigned.

10. The undersigned further agrees that the bid security may be retained by the Owner and that said proposal guaranty shall remain with the Owner until the Contract has been signed and Performance Bond has been made and delivered to the Owner.

GENERAL STATEMENT:

11. The undersigned has checked all of the above figures, and understands that the Owner will not be responsible for any errors or omissions on part of undersigned in preparing this Proposal.
12. In submitting this Proposal, it is understood that the right is reserved by Owner to reject any or all bids and waive all informalities in connection therewith. It is agreed that this Proposal may not be withdrawn for a period from time of bid opening as noted in paragraph two above. Award of this bid is defined as approval by the District Capital Development Executive Council or District Governing Board, as appropriate.
13. The undersigned hereby acknowledges that he has read and understands the Drawings, Specifications, Addenda and all other Contract Documents pertaining to this project. The undersigned certifies that the Contract Documents are, in his opinion, adequate, feasible and complete for performing the Work and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned further certifies that he has, or has available, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract Documents and within the time specified therein. The Bidder certifies that he has made allowances for normal inclement weather indigenous to the project site.
14. The following information is provided pursuant to the Contract Documents:

A. Legal Name of Firm: _____

- 1) If Firm is a corporation, state that corporation is organized under the laws of the

State of _____ Date Incorporated _____

Have your Articles of Incorporation ever been suspended or revoked? () Yes () No

If Yes, when, for what reason and when they were reinstated:

- 2) If Firm is an LC or LLC, state that firm is organized under the laws of the

State of _____ Date Organized _____

Have your Articles of Organization ever been suspended or revoked? () Yes () No

If Yes, when, for what reason and when they were reinstated:

3) If Firm is a partnership, state names of partners:

4) If Firm is an individual using a trade name, state name of individual:

5) If Firm is a joint venture, state name of joint ventures:

B. Has your firm, its parent or subsidiaries ever debarred or suspended from providing any goods or services to any public institution or governmental agency at the Federal, State or local level?

() Yes () No

If Yes, when, for what reason and when they were reinstated:

C. Signature of Person or Persons legally authorized to bind Bidder to a Contract. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

1) Signature: _____ Date: _____

2) Name: (Type) _____

3) Title: _____ (Corporate Seal)

4) Address: _____

D. Licenses:

1) State of Arizona Contractor's License number(s): _____

2) License Classifications: _____

3) Business or Taxpayer I.D. number: _____

15. The undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Proposal's conditions and provisions thereof.

16. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Proposal or the contract that may be entered into as a result of the Proposal and that in all respects the proposal is legal and firm, submitted in good faith without collusion or fraud.

17. It is agreed that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal, in awarding the contract to him and/or in the prosecution of the work required.

18. The following are names, titles and addresses of the Proprietor, all Partners, LC or LLC officers or three corporate officers:

(LIST)

19. The following bank reference is given:

Name of Bank: _____

Address: _____

Officer of Bank: _____

Respectfully submitted this _____ day of _____, 20 _____.

(Firm Name) _____

(Address) _____

(E-mail address) _____

(Telephone) _____ (FAX) _____

(Tax ID Number) _____

(Signature) _____

(Name Typed) _____

(Title) _____

(SEAL IF BIDDER IS A CORPORATION)

Enclosures:

1. Bid Bond
2. Statement of Bidder's Qualifications
3. Executive Order 2009-09
4. Non-Collusion Affidavit

*** Executive Order 2009-09 ***

**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS NONDISCRIMINATION IN
EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
(Superseding Executive Order 99-4 and Amending Executive Order 75-5)**

WHEREAS, Executive Order 99-4 was effectuated to assure that persons or entities contracting with the State of Arizona or its political subdivisions comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, et. seq.) and with Arizona's Civil Rights Act (Title 41, Chapter 9, Article 4);

WHEREAS, Executive Order 99-4 correctly states that various religious organizations are exempted from Arizona's Civil Rights Act;

WHEREAS, Executive Order 99-4 does not expressly state the federal and state exemptions for Indian tribes under both the federal and State Civil Rights Acts;

WHEREAS, 42 U.S.C. § 200e(b)(1) exempts tribes from the definition of employer;

WHEREAS, A.R.S. § 41-1461 4 (b)(i) also exempts Indian tribes from the definition of employers to whom the Arizona Civil Rights Act applies;

WHEREAS, Indian tribes across the State have recently begun to experience difficulty contracting with the State, often for money or services to which they are lawfully entitled, as a result of their exclusion from specified exemptions within Executive Order 99-4;

WHEREAS, the Attorney General's Office has in some cases interpreted the existing provisions as requiring tribes to waive rights guaranteed by both federal and State law;

WHEREAS, a modification is necessary to expressly provide that the exemptions found in federal and State law continue in full force and effect;

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of this State hereby order and direct as follows:

1. Executive Order 75-5 is hereby amended as follows:

PART I - Non-discrimination in employment by government contractors and subcontractors.

Unless otherwise exempted by federal or state civil rights laws, all government contracting agencies shall include in every government contract hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

A continued Executive Order No. 75-5 is hereby amended to permit government contractors and subcontractors that are exempted from compliance under Title 41, chapter 9, article 4, Arizona Revised Statutes or 42 U.S.C. § 200e(b)(1), to provide employment preferences consistently with federal and state statutes;

Therefore, Executive Order 75-5 does not apply to Indian tribes. It likewise does not apply to religious organizations with respect to the employment of individuals of a particular religion to perform work connected with the activities of the employer. It also provides that religious organizations may provide employment preferences based upon religion when dealing with a bona fide occupational qualification reasonably necessary to the operation of the religious organization. This is consistent with the provisions of the Civil Rights Act of 1964 (42 U.S.C. 2000e, et seq.). In addition, in the Personal Responsibility and Work Opportunity Reconciliation Act, P.L. 104-193, Congress provided that religious organizations are eligible for the receipt of federal funds on the same basis as other private organizations.

Executive Order No. 75-5 prohibits all other government contractors and subcontractors from discriminating against any employee or applicant for employment because of race, age, color, religion, sex or national origin. Executive Order No. 75-5 further requires all government contractors and subcontractors to take action to insure that applicants are employed and employees are treated during employment without regard to their race, age, color, religion, sex or national origin.

- B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard of race, age, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under the Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records, and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- E. In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended, in whole or in part, and the contractor may be declared ineligible for future government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be imposed and remedies invoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Rights Division.
- F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to the subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interest of the State of Arizona.
- G. Each contractor having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontract and shall be in form as the Arizona Civil Rights Division may prescribe.
- H. Bidders or prospective contractors of subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar

Executive Order and in such event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.

- I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers of providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe: provided that, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.
- J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective contractor or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Division may require.

PART II - Enforcement

- A. Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and the rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance of the Division's functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.
- B. The Civil Rights Division may investigate the employment practices of any government contractor if subcontractor of initiate such investigation by the appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of a government contractor or subcontractor which alleges discrimination contrary to the contractual provisions specified in Part I of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency, that agency shall report to the Civil Rights Division what action has been taken or its recommendation with regard to such complaint.
- C. The Civil Rights Division shall use its best efforts directly and through contracting agencies, other interested state and local agencies, contractors and all other available instrumentalities to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training for it in the course of such work or cooperate in the implementation of the purposes of this order.
- D. The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rule, regulation or order of the Civil Rights Division may hold such hearings, public or private, as

the Division may deem advisable for compliance, enforcement of educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil Rights Division prior to imposing, ordering or recommending the imposition of penalties and sanctions under this order.

- E. No order for debarment of any contractor from further government contracts under this order shall be made without affording the contractor an opportunity for a hearing.
- F. Sanctions and Penalties. In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.
 - 1. Contracts may be canceled, in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division: provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any noncomplying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this order.
 - 2. Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order of before a contract shall be canceled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with the contract provisions of this order.
- G. This Executive Order shall become effective immediately of its issuance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

Janice K. Brewer
GOVERNOR

DONE at the Capital in Phoenix, Arizona this 20th day of October In the Year Two Thousand and Nine and of the Independence of the United States of America the Two Hundred and Thirty-Third.

ATTEST:
Ken Bennett
Secretary of State

ACKNOWLEDGED as having read the above:

By: _____

Firm: _____

Address: _____

ATTACHMENT "A"
NON-COLLUSION AFFIDAVIT FORM

COMPANY NAME: _____

ADDRESS: _____

The persons, corporation or company making the accompanying bid, having been duly sworn, deposes and says that such bid is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or another person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

Signed: _____

Name: _____

Title: _____

ATTACHMENT "B"
STATEMENT OF BIDDER'S QUALIFICATIONS

To accompany bids submitted for Bid No. _____, for the Construction of:

Name of Bidder: _____

Address: _____

Phone Number: _____ Fax Number: _____

When Organized: _____

Where Incorporated: _____

State of Arizona Contractors License number(s): _____

No. of years engaged in the contracting business under the present firm name? _____

Gross Amount of Contract value in hand on the date of this bid: \$ _____

Have you ever defaulted on a contract? If yes, amount and date: \$ _____ Date: _____

Please list one (1) current local trade and one (1) financial local reference with contract name and current phone number:

1. Contact Name: _____ Firm Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

2. Contact Name: _____ Firm Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Please list five (5) current local **client** or **architect** (no more than three of either type) references and their current phone numbers for in-progress or recently completed projects. **Please reconfirm that phone numbers are current.** Contacts listed should not have a financial or legal interest in your construction firm or be related firms. Partners in any form (corporate, joint venture, financial, investment, etc. for this firm, related companies, or other investments) shall not be used as references.

The listed projects should be like scope and/or value to this proposed project:

1. Contact Name: _____ Firm Name: _____

Project Name : _____

Contract Value: \$ _____ Actual/Projected Completion Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

2. Contact Name: _____ Firm Name: _____

Project Name : _____

Contract Value: \$ _____ Actual/Projected Completion Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

3. Contact Name: _____ Firm Name: _____

Project Name : _____

Contract Value: \$ _____ Actual/Projected Completion Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

4. Contact Name: _____ Firm Name: _____

Project Name : _____

Contract Value: \$ _____ Actual/Projected Completion Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

5. Contact Name: _____ Firm Name: _____

Project Name : _____

Contract Value: \$ _____ Actual/Projected Completion Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

Remarks: _____

(The above statements must be subscribed and sworn to before a Notary Public.)

Date: _____

Firm Name: _____

By: _____

Title: _____

Subscribed and sworn to before me

the _____ day of _____ 20____

Signature of Notary Public in and for the

County of _____

State of _____

My Commission Expires:

ATTACHMENT "C"
SUBSTITUTION REQUEST FORM

NOTE: THIS FORM MUST BE RECEIVED BY THE APPROPRIATE CONSULTANT AT LEAST 8 (EIGHT) CALENDAR DAYS PRIOR TO BID. DO NOT SEND IT TO THE OWNER UNLESS THE OWNER IS THE CONSULTANT OF RECORD.

TO: _____ Bid No. _____ Project No. _____

For the Construction of:

We hereby submit for your consideration the following product instead of the specified item for above project:

SPEC SECTION: _____ PAGE: _____ PARAGRAPH/LINE: _____ SPECIFIED ITEM: _____

PROPOSED SUBSTITUTION: _____

Attach complete product descriptions, drawings, photographs, performance and test data, and other information necessary for evaluation.

A. Will changes be needed to building design in order to properly install proposed substitution?
Yes ___ No ___

If Yes, explain:

B. Will the undersigned pay for changes to the building design, including engineering and drawing cost, caused by requested substitution? Yes _____ No _____

C. What differences exist between proposed substitution and specified item:

D. Does proposed substitution affect drawing dimensions: Yes _____ No _____

If Yes, explain: _____

E. Does proposed substitution affect other trades: Yes _____ No _____

If Yes, explain: _____

F. Does Manufacturer's warranty of proposed substitution differ from that specified? :
Yes _____ No _____

If Yes, explain: _____

G. Will substitution effect progress schedule: Yes _____ No _____

If Yes, explain: _____

H. Will substitution require more license fees or royalties than specified product?
Yes _____ No _____

If Yes, explain: _____

I. Will substitution cost more than specified product? Yes _____ No _____

If Yes, explain: _____

J. Will maintenance and service parts be locally available for substitution?
Yes _____ No _____

If No, explain: _____

K. Is there any change in the sustainability qualities or LEED points for the proposed product versus the original product?
Yes ____ No ____ . If yes, explain _____

↓

By making this request for substitution, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified
2. represents that the Contractor will provide the same or longer warranty for the substitution that would have been for the originally specified product
3. certifies that the cost data presented is complete and includes all related costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

ATTACHMENT "D"
BID BOND
(Sample)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Bidder's Name)
_____ of _____
(Street Address) (City, State, Zip)
hereinafter called the Principal, and _____
(Surety's Name)

a corporation organized and existing under the Laws of the State of _____ and authorized to transact business in the State of _____, as Surety, hereinafter called Surety, are held and firmly bound unto the _____ hereinafter called Obligee, in the Penal sum of ten percent (10%) of the amount (Owner) bid, good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such, that, WHEREAS the Principal had submitted a proposal to the Obligee on a contract for the construction of:

(Contract, Name and Number)

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 such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this _____ day of _____, 20____, all pursuant to due authorization.

Principal: _____ Seal

By: _____

Surety: _____ Seal

By: _____

By _____

Attorney-in-fact in accordance with
the attached Power of Attorney

Bond No. _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____ and _____, whose names are signed to the foregoing bond, this day personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand seal this _____ day of _____, 20____.

Notary Public (Seal)

My commission expires: _____

ATTACHMENT "E"
PAYMENT BOND
(Sample)

STATUTORY PAYMENT BOND PURSUANT TO A.R.S. 41-2574
(Penalty of this bond must be 100% of the Contract Amount.)

KNOWN ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the day of _____, 20____, to _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall promptly pay all monies due to all persons, supply labor or materials to him or his subcontractors in the prosecution of the work provided for in and said contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDE, HOWEVER, that this bond having been required of the said Principal in order to comply with the provisions of A.R.S. 41-2574, all rights and remedies on this bond shall insure solely to such persons and shall be determined in accordance with the provisions, conditions, and limitations of said Title, Chapter, and Article, to the same extent as if they 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 _____, 20_____.

Principal	Seal
By:	
Surety	Seal
By:	
Agency of Record	
Agency Address	

ATTACHMENT "F"
PERFORMANCE BOND
(Sample)

STATUTORY PERFORMANCE BOND PURSUANT A.R.S. 41-2574
(Penalty of this bond must be 100% of the Contract Amount.)

KNOWN ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the __ day of _____, 20____, to _____ 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 is 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 of 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 hereby be made notice, of which modifications to the Surety being hereby waived; than the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDE, HOWEVER, that this bond is executed pursuant to the provisions of A.R.S. 41-2574, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter, and Article, to the extent as if it were copied at length herein.

The prevailing party in 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 _____, 20____.

Principal Seal

By:

Surety: Seal

By:

Agency of Record

Agency Address

Bond No.

OWNER-CONTRACTOR AGREEMENT
(Sample)

PROJECT: **RSCC - Hohokam Building – Roof Replacement**

PROJECT ADDRESS: 1480 S Hohokam Rd, Tempe AZ 85281

COLLEGE: Rio Salado Community College

BID NUMBER.: **#3485-**
2

PROJECT NO.: **#21.1646**

THIS AGREEMENT is dated as of the _____ day of _____, in the year 20 __, by and between Maricopa County Community College District, ("Owner"), whose mailing address is:

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street
Tempe, Arizona 85281

and

("Contractor"), whose mailing address is:

<address

<city/state/zip

<phone

<contact name and e-mail

All correspondence, submittals and notices relating to or required under this Contract shall be sent in writing to the above addresses, unless either party is notified in writing by the other of a change in address.

WITNESSETH:

WHEREAS, it is the intention of the Owner to obtain the services of the Contractor to complete all Work as specified in the Contract documents in connection with the construction of:

RSCC - Hohokam Building – Roof Replacement

hereinafter referred to as the "Project" or the "Work" and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms, covenants and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1
DEFINITIONS

1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.

1.2 The Contract Documents are as defined in the General and Supplemental Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2
STATEMENT OF WORK

2.1 The Contractor shall provide and pay for all materials, tools, transportation, equipment, temporary facilities and labor; and associated required management, supervision, coordination, professional and non-professional services; and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and exception only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work."

Article 3
ARCHITECT

3.1 The Owner had retained the following professional services architectural or engineering firm (Architect) who is to act on behalf of the Owner, assume all duties and responsibilities of and have the rights and authority assigned to the Architect in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Architect (as defined in the General Conditions) shall be:

WRECorp

6829 W Corrine Drive

Peoria, AZ 85381

623-878-7117

Jerry Brown; jerry@wreCorp.com

provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Consultant for purposes of this Contract.

3.2 For the purposes of this Agreement, if no Architect is retained, all requirements and responsibilities of the Architect will be provided by the Owner.

Article 4
COMMENCEMENT, CONTRACT TIME AND COMPLETION

4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.

4.2 Time is of the essence

The Contractor shall achieve Substantial Completion and Final Completion as defined in the General Conditions, within the time periods stated hereunder taken from the date of Notice to Proceed or the date otherwise established for the commencement of Work.

4.2.1 The entire Work shall be Substantially Complete within the number of calendar Days in accordance with the requirements of the Contract Documents, General Conditions or Contract Conditions:

60 calendar days

4.2.2 The Work shall be complete and ready for Final Completion within the number of calendar Days in accordance with the requirements of the Contract Documents, General Conditions or Contract Conditions:

15 calendar days

The Contractor also shall consider that the Owner needs the complete use of these facilities as quickly as possible. If the Contractor proposes completion of the Work on an accelerated schedule, the requirements within the General Conditions shall be met with regard to early completion and any resulting adjustment to the Date of Substantial Completion.

4.3 Liquidated Damages

4.3.1 Owner and Contractor recognize that time is of the essence to this Agreement and that Owner will suffer financial loss if the Work does not reach Substantial Completion within the times specified in paragraph 4.2.1, above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner, at the Owner's sole option,

Five Hundred and no/100 dollars (\$500)

for each consecutive calendar Day (Sundays and holidays included) that expires after the time specified in paragraph 4.2.1 for Substantial Completion of the Work, until the Work reaches Substantial Completion.

4.3.2. Owner and Contractor further recognize that time is of the essence to this Agreement and that Owner will suffer additional financial loss and adverse impact if the Work does not reach Final Completion

6.1 The Contractor hereby agrees that on or about the twenty-fifth day of the month for every month during the performance of the Work, he will deliver to the Architect an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

6.2 All moneys not paid when due as provided in the General Conditions shall bear interest in accordance with Arizona Revised Statutes §41-2577.

Article 7

CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1. Contractor has examined and carefully studied the Contract Documents, including any Addenda, and all other related data identified in the Construction Documents including "technical data" and geo-technical reports.

7.2. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. Contractor is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations which may affect cost, progress, performance and furnishing of the Work.

7.4. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

7.5. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.6 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Contract Documents or been provided to the Contractor as supplemental information to the Contract Documents. Contractor accepts the extent of the data contained in such reports and drawings upon which Contractor is entitled to rely as provided in the General Conditions. Contractor acknowledges that, unless specifically included within or by reference into the Contract Documents, such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground features or utilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.6. Contractor has given Architect written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Contractor, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8
CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement for construction services between Owner and Contractor concerning the Work, consist of the following:

- 8.1. Agreement
- 8.2. Any Addenda issued
- 8.3. Performance Bond and Payment Bond
- 8.4. Notice to Proceed
- 8.5. General Conditions
- 8.6. Specifications
- 8.7. Drawings consisting of a cover sheet and sheets listed in the Index of Drawings
- 8.8. Contractor's Bid Proposal

The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions. The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.

Article 9
MISCELLANEOUS AND OTHER REQUIREMENTS

9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.3. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.4 Affirmative Action Requirements

9.4.1. Any Contractor in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

9.4.2. The Contractor will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship as well as all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

9.5 Sudan or Iran Scrutinized Business

9.5.1 Pursuant to Arizona Revised Statutes §35-391.06(A) and §35-393.06(B), Contractor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in Arizona Revised Statutes §35-391(15) and §35-393(12) respectively.

9.6 Legal Worker Requirements

9.6.1 As required by Arizona Revised Statutes §41-4401, Owner is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with the requirements to verify the employment eligibility of their employees through the Federal E-verify system. The undersigned entity warrants that it complies fully with all Federal immigration laws and regulations that relate to its employees, that it shall verify, through employment verification pilot programs as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, that the eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors to provide the same warranties to the Owner. Note that this also applies to all subcontractors and sub-consultants that Contractor may use for this work.

9.6.2 The undersigned acknowledges that a breach of this warranty by the Contractor or any subcontractor under any contract resulting from this Agreement shall be deemed a material breach of the Agreement, and is grounds for penalties, including termination, by the Owner. The Owner reserves the right to inspect records of the Contractor, subcontractors, and employees who perform work under the Contract, to conduct random verification of the employment records of the Contractor and any subcontractor who is part of the Work, to ensure that the Contractor and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with the compliance of such programs.

(Balance of this page intentionally left blank; the signature page follows)

IN WITNESS WHEREOF, the parties, acting through their authorized signatories have set their hands as of the date first above.

OWNER: MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Title: David Martin, Director of Purchasing and Auxiliary Services

Date: _____

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

[CORPORATE SEAL]

Attest: _____

-

License _____ No.:

Agent _____ for _____ service _____ of _____ process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CONTRACT CONDITIONS

RSCC - Hohokam Building – Roof Replacement Rio Salado Community College

Upon the Award of a Contract and Purchase Order to the successful Bidder, the following Conditions will also be in force. All work shall be in compliance with applicable laws, ordinances, regulations and building codes. All work and material shall be the best of the respective kinds specified or indicated. Should any workmanship or materials be required which are not directly or indirectly called for in the Specifications and/or shown on the Drawings but are consistent with the Contract Documents and reasonably inferable by them or industry standard practice, the workmanship or materials shall be the same as similar parts that are detailed, indicated or specified, or shall match or exceed the quality of existing for remodeling and restoration work, and the Contractor shall understand the same to be implied and provide for it in his bid as fully as if it were particularly described or delineated.

When no consultant is used on the project, any reference to the Consultant within these conditions shall refer to the Owner, acting as his own consultant.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: The Contractor and the Owner understand and mutually agree that the date of beginning, rate of progress, and the time for completion of the work to be done are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that time for completion of this Contract shall be commenced on the date of 'Notice to Proceed.' The Contractor also shall consider that the Owner needs the complete use of these facilities as quickly as possible.

The work of this contract is critical to the day to day operations of the Rio Salado Community College campus. All work, particularly that affecting campus circulation, building air-conditioning and utilities, must be accomplished with minimum interruption of operations. All outages must be minimized. This will include scheduling shut downs and associated work in evenings or weekends. All overtime premiums necessary to accomplish this must be contained within the contractor's bid.

Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), he shall pay the Owner, as liquidated damages, as referenced in the Owner-Contractor agreement, for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete work within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Should it become necessary for the Consultant to incur additional costs during the course of construction, or subsequent to the final inspection, due to the Contractor's failure to maintain required quality control or schedule, or the Contractor's acts, omissions or negligence, the Consultant will provide all necessary additional services at his standard hourly rate and will charge the Owner as part of an Additional Service Request, and such costs will be reimbursed by the Contractor or deducted from monies still due the Contractor. These costs are in addition to any liquidated damages.

The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to insure the prosecution and completion of the Work in accordance with the approved and currently updated progress schedule. If Work in place falls behind the currently updated and approved schedule by seven (7) days or more and it becomes apparent from the current schedule that the Work will not be completed within the Contract Time or that the performance of the Work is not satisfying the requirements of the accepted schedule, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost

to the Owner to improve his progress and expedite the progress of the Work:

1. Increase manpower, equipment or facilities in such quantities and crafts as will substantially eliminate the backlog of work;
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate the backlog of Work; and,
3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

ALTERNATE BIDS

See the general bid requirements, which apply to all work. All related work not specifically affected by the bid alternate shall be accomplished according to the basic specifications. See drawings and schedules for all items and construction covered by this section. Each bidder shall submit on the form(s) provided alternate proposals stating the difference in price (additions or deletions) from the base bid for adding, deleting or substituting the materials and/or systems described hereunder. The difference in the alternate price shall include the related work of all trades.

ALTERNATES LISTED

Alternate Bid No. 1: <None>

ALLOWANCES: Furnish and install the following listed portions of the Work for the cash allowance amounts stated. Include the total of the cash allowance amounts in the Contract Sum. Furnish materials by suppliers and/or contractors as directed by the Owner. The Contract Sum includes all costs related to the work to be provided on the basis of cash allowance. Where cash allowances are for materials only, allowances will include all costs of delivery to the job site and taxes. The Contractor is to include in his base bid all overhead and profit markups, and all markups related to bonds, insurance, taxes, etc., to be applied to direct contractor labor and materials or subcontractor work, including markups,, for performing allowance account work as directed by the Owner. Unused allowance account moneys will be deducted from the contract amount by Change Order at project close-out.

ALLOWANCES LISTED:

The allowance item(s) described under the related specification section, and allowance amounts are as follows:

- | | |
|---|------------------|
| 1. Unforeseen Site Conditions and/or Improvements directed by Owner | <u>\$ 20,000</u> |
|---|------------------|

UNIT PRICES:

If unit priced quantities are used with an allowance amount provided above, all mark- ups including overhead, profit, etc., shall be applied against the Allowance value. The unit price shall then be the total cost, before mark-ups, including, but not limited to labor, material, delivery, handling and adjustments to related work.

UNIT COSTS LISTED:

The unit cost item(s) described under the related specification section, and requested amounts are as follows:

1. **Replacement of metal roof deck – Unit pricing for metal decking is based on girder-to-girder span and shall include any demo/repair/prep of the existing roof decking \$___ per sheet**

PERMITS, FEES AND NOTICES: Work within the Maricopa campuses is under the jurisdiction of the State Fire Marshall or some local municipalities for Fire Code review only. Any new construction or

remodeling work shall be reviewed and receive permits from the Fire Marshall's office or that local authority, including final inspection at their option. Any work in public or off-campus rights-of-way, attaching to the rights-of-way or within public utility easements within the campus, needs proper notification, permits and coordination with the appropriate City agencies. This will include fire, water and sewer lines. The City has no other jurisdiction on the site. The County Health Department retains review and jurisdiction for food service. Maricopa County dust control ordinances and procedures are required for this work, as applicable, including filing required plans and obtaining required permits. State of Arizona, Department of Environmental Quality, storm water planning and AZPDES permitting also is required as appropriate.

Contact Blue Stake ahead of any excavation to mark all public utility positions, such as gas, sewer, fire and water line, etc. Buildings and Grounds will assist in locating any College utilities in the area with five days advance notice. Contractor is to provide private utility locating services to identify and mark all college utilities within the work area, as required.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a two day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may without prejudice to other remedies the Owner may have, correct such deficiencies. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs including all penalties and fines.

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Notices sent to the District shall be received by the Facilities Department at the District Office, in care of the project manager for the contract. Failure of the Owner to act or provide written notice to the Contractor regarding the Contractor's failure to comply with any specific requirement of the Contract or Contract Documents shall not constitute Owner's waiver of the requirement. The Owner's waiver of any requirement will occur only in writing which expressly states that it is a waiver of the specific requirement described in that writing.

Dust and Storm Water Run-off Control: The Contractor is responsible for complying with all federal, State and local requirements and laws for temporary construction related issues related to dust control and erosion control for the site related to his Work. This includes all necessary permits, notices, plans (including Storm Water Pollution Prevention Plans), and termination of coverage, along with enforcement of all of these requirements with sub-contractors and suppliers. Provide dust control for all outdoor work, including demolition, earthwork, landscaping, etc.

WARRANTY: The Contractor guarantees that the Work will conform to the Contract Documents. Buildings shall be weather tight, watertight, and leak-proof at every point in every area, except where leaks can be attributed to damage to the building by external forces beyond the Contractor's control. The Contractor also shall repair or replace any damaged material, finishes or fixtures damaged as a result of this water penetration. The Work shall be mold free at the time of Final Completion.

If, within **two years** after the Date of Substantial Completion of the Work, or a longer period if such time is part of the manufacturer's standard warranty, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of two years shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The Owner shall give such notice promptly after discovery of the condition. During this guarantee period, if any faulty or defective materials or workmanship is discovered,

the Owner will provide notice to the Contractor requesting the Contractor repair or remedy the defect at the sole expense of the Contractor.

The Contractor agrees that he shall respond to the warranty request within forty-eight (48) hours, and then commence and diligently pursue remedy or repair within five work days. Warranty requests which adversely affect the operation of critical building systems or life safety issues shall be responded to immediately and corrected as quickly as possible. Neither final payment nor any other provision in this Contract shall relieve the Contractor of the sole responsibility to such corrective work.

If the Contractor fails to timely commence the corrective work, the Owner, at his option, may perform the corrective work or have the same performed at the expense of the Contractor, with payment due to the Owner by the Contractor, or his surety, upon receipt for the expenses. Corrective Work shall be warranted to be free of defects for a period equal to the longer of six months after completion of the corrective Work or for the remainder of the warranty period otherwise applicable.

ALLOWANCES: The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection. Unless otherwise noted, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, labor and installation costs, less applicable trade discounts. Contractor's costs for unloading and handling at the site, overhead, profit and other expenses, and all required taxes contemplated for stated allowance amounts shall be included in the total Contract Sum and not in the allowances. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

MODIFICATIONS TO THE CONTRACT: No modifications of the issued Contract or Purchase Order shall be made unless the Owner authorizes the modifications by a properly signed and executed Change Order.

COSTS OF EXTRA WORK: When authorized in writing by the Owner, and the Consultant if one is used, extra work may be ordered. Claims for additional compensation, on account of extra work done, will not be recognized unless such extra work has been authorized in advance and in writing by the Owner and the Consultant. Any change in the project that results in a change of the cost or time will be agreed to in a written change order. The Contractor shall perform such extra work and charge the Owner at the actual cost of labor and materials plus mark-ups as specified hereinafter.

All pricing submitted by the Contractor for change orders exceeding \$1000 shall have back-up information attached that provides a breakdown of materials, labor hours and rates, equipment rental, etc. Sub-contractors shall provide this same break down to the general contractor to substantiate their cost proposals. The Owner will not accept Contractor requests for extensions, extra compensation for delays, overtime or extra costs associated with the lack of, and/or incomplete, submittal of this back up material on a timely basis. At the Owner's sole discretion, he may direct the contractor to proceed with the Work immediately through a Construction Change Directive (CCD) if the Contractor fails to provide sufficient detail or agreement cannot be reached as to price or terms of the requested change.

Prime Contractor's Mark-up: The total cost for mark-ups to the actual cost of labor and materials for extra work authorized to be done by the Contractor's own forces shall not exceed the following:

Overhead: Ten percent (10%) of the actual cost of labor and materials. Overhead shall include the following: bond premiums, all job site general conditions and costs including superintendence, additional supervision time related to the change, wages of time-keepers, watchmen and clerks, small tools, incidentals, field; and home office general and administrative expenses.

Profit: Ten percent (10%) of the actual cost of labor and materials.

Sales Tax: Statutory amount of the actual cost of labor and materials, plus overhead, plus profit.

Bond: Bond cost based upon the actual cost of labor and materials, plus overhead, plus profit, plus sales tax.

Subcontractor's Markup: The total cost for mark-ups to the actual cost of labor and materials for extra work authorized to be done by the Subcontractor's forces shall be as follows:

Overhead: Ten percent (10%) of the actual cost of labor and materials.

Profit: Ten percent (10%) of the actual cost of labor and materials.

Prime Contractor's Mark-up of Subcontractor's Work: The total cost for mark-ups made by the General Contractor to the actual cost of labor and materials for extra work authorized which is done by a Subcontractor shall be as follows:

Overhead and Profit: Five percent (5%) of the actual cost of labor and materials.

Sales Tax: Statutory amount of the actual cost of labor and materials, plus overhead and profit.

Bond: Bond cost based upon the actual cost of labor and materials, plus overhead and profit, plus sales tax.

Where extra work involves both added and omitted work, the overhead, profit, taxes and bond figures specified above shall be added to only the net increased amount over the original Contract Amount.

Work omitted from Contract: If Contract Amount has been previously increased by Change Order for additional work, then overhead, bond and taxes will be deducted for omitted work. Profit will not be deducted as part of a deductive Change Order unless the credit amount is due to the final reconciliation of contract allowance or contingency amounts, in which case, all mark-ups shall be applied. Taxes and bonds shall always be based upon the current Contract Amount, whether more or less than the original Contract Amount. Units costs for labor and materials used in change orders shall be the same in added work as they are for deleted work, modified only to include quantity discounts or similar adjustments for materials, and added charges for premium time for labor costs.

Change Orders - Ordinary: The Contractor will be issued a proposed change order request describing the intended change upon which, and within fifteen (15) calendar days, he shall indicate his proposed price to be added or deducted from the contract sum due to the change, supported by full and completely detailed estimates of cost by the Contractor, Subcontractor, vendor, or supplier, and any adjustment in time of final completion of the entire work which is directly attributable to changed work.

Upon request by Owner, Contractor shall permit inspection of his original contract estimate, subcontract agreements or purchase orders relating to the change. If agreement is reached as to the adjustment in compensation for performance of changed work, but agreement is not reached as to the time adjustment for such work, the Contractor shall proceed with the work at the agreed price reserving to Contractor the right to further pursue his claim for time adjustment.

While the Owner retains the right to order the Contractor to proceed with changes in the Work at any time through a Construction Change Directive; if the Contractor fails to submit his cost estimate within a seven (7) calendar day period, or there is a failure to agree to such costs, the Owner has the right to order the Contractor, in writing, to commence work immediately and the contract price shall be adjusted in accordance with the Owner's estimated cost, unless, within seven (7) calendar days following completion of added work or with written notice to delete work, Contractor presents proof that the Owner's estimate was in error. Final cost will be based upon actual documented materials, labor and equipment costs, marked up as previously defined.

CLAIMS FOR ADDITIONAL COST AND/OR TIME EXTENSION: If the Contractor wishes to make a claim for an increase in the Contract Sum and/or Time Extension, he shall give the Owner written notice thereof within three (3) days after the occurrence of the event giving rise to such claim. The Contractor shall give

notice before executing the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed. No claim shall be valid unless so made. Contractor hereby waives all claims not so made. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order.

If the Contractor incurs damages related to expenses caused by a delay for which the Owner is responsible, which is unreasonable under the circumstances, and which was not reasonable contemplated by the parties at time of formation of this Contract, then the parties shall resolve the Contractor's claim pursuant to A.R.S. §41-2617. The Contractor shall notify the Owner in writing within five working days of such delay, specifying why the Owner is believed by the Contractor to be responsible for the delay and the percentage extent to which the Contractor believes the Owner is responsible. Failure to provide such timely notice constitutes a waiver of all rights under A.R.S. §41-2617.

Contract time shall not be adjusted unless a change affects the critical path of the Work, per the most recent approved schedule. An analysis of the changes in the critical path of the Work schedule, using contemporaneous time frame analysis such as a "fragment" or similar analysis, must be submitted as part of the change request in order to consider a Contract time adjustment. If the Owner and Contractor do not agree with an adjustment in Contract Time or the method for determining it, the adjustment or the method shall be recommended by the Architect to the Owner for final resolution in accordance with the Contract Documents.

In every such written claim, the Contractor shall provide the following information:

- a. Nature of the delay;
- b. Date (or anticipated date) of commencement of delay;
- c. Activities on the progress schedule affected by the delay and/or new activities created by the delay and their relationship with existing activities;
- d. Identification of person(s) or organization(s) or events(s) responsible for the delay including weather reports;
- e. Anticipated extent of the delay;
- f. Recommended action to avoid or minimize the delay, including the contractor's efforts to resolve the issue or minimize the delays undertaken to the date of the extension request.
- g. Recommended solution or action required by the Contractor.

Any claims for extensions of time for delays in transportation or for failures of suppliers or subcontractors shall be supported by facts demonstrating that the delays are beyond the contractor's control, including his efforts to overcome such delays. All costs related to delay claims by the Contractor must be supported by records and documentation demonstrating the actual cost directly related to the delay or time extension.

If adverse and unusually severe weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, and had an adverse effect on the critical path of the scheduled construction. Unusual or inclement weather as used herein means weather that results in a minimum of a five hour delay or loss of work for at least 75% of the labor force working on critical path work that day. The contract project completion time includes the following number of rain days for the applicable months within the project's duration: January- 2 days; February- 2 days; March- 2 days; April- 1 day; May- 1 day; June-1 day; July- 2 days; August- 2 days; September- 1 day; October- 1 day; November- 2 days; December- 2 days. Claims for rain days must be received by the Owner by 10:00 a.m. of the day that the rain or muddy condition occurs. The appropriate number of rain days shall be shown as single critical path activity with proper duration immediately preceding the Substantial Completion milestone on the critical path project schedule. The duration of this activity will be reduced by the approved rain days encountered. Unused rain days for a particularly month will roll forward as part of the unused total for the entire project.

If an extension claim is made due to mud or other job site conditions related to the unusual weather, the Architect or other Owner's representative shall be notified on the day for which the site condition is being claimed to substantiate the condition(s). Claims for time extensions due to weather related mud or other site conditions will be granted only where the required notification is given and unusual weather conditions prevented execution of items within the critical path of the work or otherwise significantly hindered the accomplishment of work. Partial day extensions may be granted when some portion of the daily work could be accomplished,

though not at full efficiency or capacity.

CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS: If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or in the Geo-technical report or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than three (3) days after first observance of the conditions, and in any case, prior to altering or removing the differing condition. The Architect or Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect or Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall notify the Contractor in writing stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision.

DESIGN CLARIFICATION, ERRORS AND OMISSIONS: Should the Contractor require clarification or interpretation of the Contract, or become aware of any claimed error or omission, he shall immediately inform the Consultant in writing. The Owner or Consultant shall promptly review the circumstances and determine the appropriate corrective action, if any, and so advise the Contractor.

MEASUREMENT AND PAYMENT:

Schedule of Values: Before the first Application for Payment, the Contractor shall submit to the Owner a Schedule of Values allocated to the various portions of the Work, as detailed as the Owner may require. This schedule shall be used as the basis for the Contractor's Applications for Payment. At a minimum, the Schedule of Values shall be broken down by trade, with a separate breakdown and summary required for each separate building or college location. For the purposes of the Schedule of Values, the Contractor certifies that the cost or value listed for the line item represents the true and accurate cost of the proposed Work. The value shown can be used for any future change order or bond valuation adjustment based upon the scope of the work proposed within the line item.

Applications for Payment: The Contractor's Application for Payment shall be submitted on the AIA document G702 form and shall include the Owner's Project number and Purchase Order number. Invoices for payment should be sent to: MCCCC, Facilities Planning & Development, 2411 West 14th St., Tempe, AZ 85281.

The Contractor's Application for Payment shall show the percentage of work completed for each application, total percentage or work completed for each application, total percentage complete-to-date and the balance of work remaining for each cost code identified in the schedule of values. Ten (10) percent retention shall be required on all payments. Retention shall be released following completion of the work, submittals of all close-out materials, required owner training, and submittals of final releases and affidavits.

Payment will be made to the Contractor in compliance with Arizona Revised Statute unless specifically noted on the documents. The Contractor shall promptly pay each sub-contractor (including suppliers, laborers and material-men) performing labor or furnishing material for the Work upon receipt of payment from the Owner out of the amount paid to the Contractor on account of the Work of such Subcontractor, supplier, laborer, or material-man, the amount which said sub-contractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Work. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payment to his sub-subcontractors in a similar manner.

The Owner may, on request and his discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of Work done by such Subcontractors.

Neither the Owner nor the Consultant shall have any obligation to pay, nor to see to the payment, of any moneys to any sub-contractor, except as may otherwise be required by law.

No Certificate for a progress payment, not any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work which is not in accordance with the Contract Documents. Use or occupancy shall not, in and of itself, constitute Substantial Completion.

The Owner or Consultant may decline to certify payment and may withhold the Certificate in whole or in part, to the extent necessary to protect the Owner, if in their opinion they are unable to make correct and accurate representations to the Owner as to the completeness or acceptability of the work in place.

Approval of Allowance and Contingency Uses: At least monthly, and more often if requested, an "Allowance and Contingency Use Authorization" form shall be filled out and signed by the Owner, Architect and Contractor that describes every use of allowances and contingencies made that month. Use of any and all allowance or contingency funds, including those included in the Contractor's contract, require this three party approval. This form should be attached to the monthly payment application.

Stored Materials: The Contractor shall submit a listing of those items proposed as stored equipment and materials for which payment will be requested. Payment of stored materials will not be considered for items that are incorporated into the work on a continuing basis or for materials which are available as shelf or warehouse items. Materials must be properly stored on site and protected from the elements. Receipts must be provided substantiating that payment has been made for the materials and/or equipment.

Lien Waivers: For each progress payment application, the Contractor shall include lien waivers signed and notarized by each subcontractor or direct materials supplier paid for the previous month.

SUPERVISION AND COORDINATION OF WORK:

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, including all required coordination between suppliers, trades and subcontractors. This coordination shall include as necessary, meetings with suppliers or subcontractors, additional coordination drawings or details, etc., as may be required to assure that all of the work fits within the spaces provided, allowing adequate service and maintenance clearances and access, etc. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the safety of such means, methods, techniques, sequences or procedures.

The Contractor's Superintendent shall be in attendance at the Project site at all times work is taking place. The Superintendent shall be acceptable to the Owner, and shall be continued in that capacity for the duration of the Work, unless they cease to be on the Contractor's payroll or the Owner otherwise agrees. Except on small projects and ONLY with the Owner's prior written consent, the Superintendent shall not be employed on any other project for or by Contractor, or any other entity during the course of the Work. On small projects or projects with intermittent work, the Superintendent or a responsible individual, such as a foreman representing the Contractor shall be present on site at all times that work is in progress if expressly approved by the Owner in writing.

PROJECT MEETINGS: If project meetings are necessary, the following applies:

Attendees: Unless otherwise specified or required by the Owner, he will chair the meeting. The Consultant, Contractor and the Contractor's Superintendent shall attend. Subcontractors may attend meetings when involved in matters to be discussed or resolved, but only when requested by the Owner, Consultant, or Contractor.

Meeting Records: The Consultant will record minutes of each meeting and furnish copies within a reasonable time thereafter to the Owner, Contractor, and other attendees. Unless written objection to contents of the meeting minutes is received by the Owner within ten (10) days after presentation, it shall be understood and agreed that the minutes are a true and complete record of the meeting.

Meeting Schedule: Dates, times, and locations for various meetings shall be agreed upon and recorded at the pre-construction meeting. Thereafter, changes to the meeting schedule shall be agreed between the Owner and the Contractor, with appropriate written notice to all parties involved.

SUBMITTALS: The following submittals are required before commencing construction and during the course of construction of the Project.

Project Identification on Correspondence and Submittals: Correspondence and submittals to the Consultant shall bear the Project name and the Project number, as shown on the Contract Documents. Lack of proper identification may cause delays in processing. Submittals which have not been reviewed before submittal by the Contractor will not be accepted. The Contractor is to review, approve and initial shop drawings. The Contractor shall use his standard submittal form to transmit drawings. Drawings are to be delivered to the Consultant's office, unless otherwise directed.

Work Progress Schedule: Immediately after Award of Contract, the Contractor shall prepare and submit for the Owner's and Consultant's review an estimated progress schedule for the work. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall provide for expeditious and practicable execution of the work.

The Construction Schedule shall consist of a bar chart format consisting of horizontal lines, or bars, plotted along a daily time scale. Each pay item designated in the Contractor's Schedule of Values shall be denominated as a separate activity and represented by a horizontal bar or bars on the chart. The time-scale shall indicate all required Milestone and Completion Dates for each activity up to and including the date of Substantial Completion. The horizontal bar shall indicate the start and finish dates of each activity, well as the total time period of performance for each activity. All work activities, including those within a single activity, shall be broken down into distinctly described activities of no greater than two weeks.

As soon as possible following award, the Contractor shall notify the Owner of any order or delivery lead time of materials which may impact the required completion date for the work. Project completion deadline may be adjusted if material orders are promptly placed and normal manufacturer/supplier lead delivery times will still impact the completion date.

Shop Drawings, Product Data and Samples: Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate contractor, all shop drawings, product data and samples required by the Contract Documents. If a submittal is not made in time, any resultant delay will be weighed against any claims for delays.

By approving and submitting shop drawings, product data and samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related and that he has checked and coordinated the information contained within such submittals with the requirements

of the work and of the Contract Documents. Only those products that were originally specified, or approved by Prior Approval, shall be included in the project.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Consultant's review of shop drawings, product data or samples unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submission and the Consultant has given written authorization to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Consultant's review.

The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Consultant on previous submittals.

No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been reviewed by the Consultant. Portions of the work shall be in accordance with reviewed submittals.

Submittal Procedure: Shop drawings, product data, and samples shall be dated and marked to show the names of the project, Consultant, Contractor, originating Subcontractor, manufacturer or supplier, and separate detailer if pertinent. All submittals shall be accompanied by a transmittal letter containing the Project name, Contractor's name, number of drawings, data and samples, titles, specification section and page number. All submittals are to be delivered to and may be picked up at the office of the Consultant. The Consultant will require a minimum of ten (10) working days for shop drawing review.

Samples: Submit three (3) samples of sufficient size to indicate general visual effect. Where a selection of color, texture, finish, graining, or other similar property will be made, submit six (6) sets of manufacturer's color or finish charts illustrating the full scope of this range. One (1) set of samples will be retained by the Consultant.

Samples and color or finish charts of all materials requiring color or finish selections shall be submitted, within twenty (20) days after receipt of "Notice to Proceed," in one submittal to facilitate preparation of the color schedule by the Consultant. No color or finish selection will be made until all samples or color or finish charts, as required, are received.

Shop Drawings: Shop drawings shall completely identify Specification Section and locations at which materials or equipment are to be installed. Submit one reproducible sepia transparency and two (2) prints of each shop drawing, including fabrication, erection, layout and setting drawings and such other drawings as required under various sections of the Specifications, until "No Exception Taken" or "Furnish as Corrected" is obtained.

The Consultant will check the drawings and affix his stamp to the sepia, indicating the action taken, and will return same to the Contractor, retaining the prints for his records. Comments, if any, will be noted directly on the sepia. If a drawing is marked "No Exception Taken" or "Furnish as Corrected," no resubmittal is necessary. When marked "Rejected," "Submit Specified Item," "Make Corrections Noted," or "Revise and Resubmit," correct and resubmit as specified.

Contractor is responsible for obtaining and distributing required prints of shop drawings to his subcontractors and material suppliers after, as well as before, "No Exception Taken" or "Furnished as Corrected" marking is obtained. Prints of reviewed shop drawings shall be made from transparencies which carry the Consultant's appropriate stamp. Mechanical and electrical equipment lay out drawings are to be submitted for review by the Consultant.

Unapproved shop drawings are not to be used. All drawings must have both the Contractor's and Consultant's approval stamp.

Product Data: Submit five (5) copies of manufacturer's descriptive data including catalog sheets for materials, equipment and fixtures, showing dimensions, performance characteristics and capacities, wiring diagrams and controls, schedules, and other pertinent information as required. Where printed materials describe more than one product or model, clearly identify which is to be furnished.

If data is stamped: "No Exception Taken," or "Furnish as Corrected," two (2) copies will be returned. If stamped "Revise and Resubmit," "Rejected," "Submit Specified Item," or "Make Corrections Noted," one (1) marked copy will be returned. Corrected copies are to be resubmitted for review as per original submittal. If Contractor requires additional copies for his distribution, he shall correct and mark those copies to match the Consultants marked copies at his own expense.

Submittals for all major items of mechanical, plumbing and electrical equipment and materials shall be made within thirty (30) days after receipt of "Notice to Proceed." Submit all items at one time in a neat and orderly manner. Partial submittals will not be accepted. Refer to specific submittal requirements in related technical sections.

Equipment submittals shall be complete including space requirements, weight, electrical and mechanical requirements, performance data and supplemental information requested by the Consultant.

Where equipment submitted requires space other than that indicated, submit large scale drawings showing floor space and service clearances.

PROJECT CONDITIONS AND STANDARDS: The Contractor shall inspect the substrate to receive the work and the conditions under which the work is to be performed. The Contractor shall report all unsatisfactory conditions in writing to the Owner. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer. Proceeding with the work indicates acceptance of the substrate conditions and waives any future claim to the contrary.

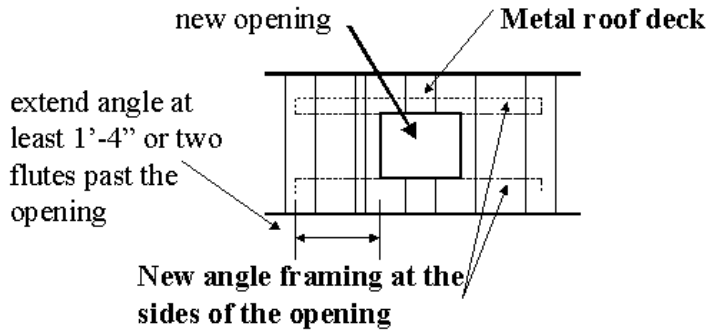
Manufacturer's Instructions: Where installations include manufactured products, Contractor shall comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.

Cutting and Patching: The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly. The Contractor shall not damage or endanger any portion of the work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. Hold any cutting, fitting, or patching of new work to the absolute minimum. Should cutting, fitting or patching become necessary, it shall be performed to the minimum requirements as hereinafter stated and as stipulated elsewhere in the Contract Documents. Structural elements shall not be cut without the written consent of a Structural Engineer.

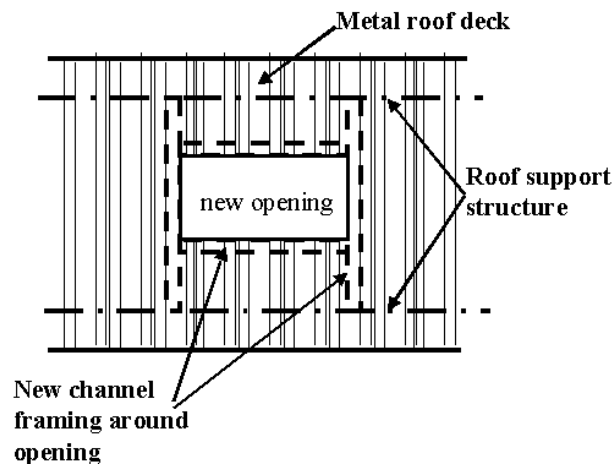
In all cases, exercise extreme care in cutting operations, and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting, damage, etc., will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage. All replacing, patching and repairing of all materials and surfaces cut or damaged in the execution of the work shall be performed by experienced mechanics of the several trades involved. Such replacing, repairing and/or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced, etc., will, upon completion of the work, match the surrounding similar surfaces.

For holes cut in metal roof decks (dimensions below refer to the distance perpendicular to the direction that the metal decks flutes are running):

- ◆ For holes up to 5" wide or when only one deck flute is cut, no additional reinforcing deck reinforcing is required.



- ◆ For holes up to 10" wide or cutting two deck flutes, reinforce the opening on the underside of the roof deck, perpendicular to the flutes, with L's 1½" X 1½" X 3/16" on both sides of the new opening. Extend the angles shall run a minimum of 1'-4" or two flutes, whichever is greater, past the opening on each side. The angles can be secured to the deck with either #14 screws to each flute or ½" diameter fusion welds at each flute, at the contractor's option. Screws shall be inserted from the top into the angle, unless the roof insulation is thick enough to have at least ¼" cover past the end of the screws beneath the roofing. The deck shall be continuous over at least one adjacent roof beam/truss span.
- ◆ For holes larger than 10" wide, or where more than two deck flutes are cut, or where the decking is not continuous over at least adjacent span, C6X8.2 shall frame each side of the hole. The channels running parallel to the deck flute shall span the entire length between the roof support beams or trusses, and the channels running perpendicular to the roof deck flutes shall run between and attach to the first two channels. Weld the metal to the channel framing around the opening with puddle welds at 6" o.c. Field bend the deck to the top of the channel and weld if the flute misses the channel. Provide additional support channels at the corners if the opening is circular. When the clear distance between the edge of the beam running perpendicular to the deck flutes and the edge of the opening is less than 5", the parallel channel may be omitted.



Approved Applicators: Where specific instructions in the Specifications require that a particular product and/or material be applied and/or installed by an "approved applicator," it shall be the Contractor's responsibility to insure that any subcontractor or sub-subcontractor used for such work is in fact currently certified by the particular manufacturer for this type of installation or application.

Reference Standards: Reference Standards are incorporated into this work by reference to number, title, or other designation in the Specification Sections. Provisions of Standards so referenced apply to the work

as though included in their entirety. The date of the Standard shall be that which is in effect as of the bid or proposal date.

The requirements of the Contract take precedence over requirements of Reference Standards, "manufacturer's standards", or local "industry practice," when the Contract Documents call for more stringent or greater requirements. No provision of Reference Standard specifications, manuals or codes, or manufacturer acceptance of work not meeting contract documents or his own standards, shall be effective to change the duties and responsibilities of the Contractor or Consultant, or any of their agents, consultants, or employees from those set forth in the Contract Documents.

Clarification is to be received from the Consultant prior to material purchase, fabrication or installation when Referenced Standards conflict with information specified or indicated on Drawings.

INSPECTIONS AND TESTING:

All inspection and testing required to establish compliance with Contract Document requirements, except as may be otherwise specified, shall be made by an independent professional testing agency or firm selected and paid for by the Owner.

The Owner will pay the cost of the initial services for testing and inspection. If initial tests or consultant inspections indicate non-compliance with Contract Document requirements, or the Work is not ready for testing or inspection when called by the Contractor, any subsequent testing or inspection shall be performed by the same inspection service or consultant and be paid for by the Contractor. Schedule portions of the Work requiring testing and inspection services so that the time of the testing agency is as continuous and brief as possible.

BUILDING FINISH and FIRE ALARM RELATED TESTING and REVIEW: The building fire alarm system must be kept in operation at all times <as much as possible> during the construction. Provide temporary dust covers, zone isolation, etc. as needed. All fire alarm work is to be done by a factory-authorized contractor. Prior to beginning any construction, the Contractor, in the presence and with the cooperation of District personnel, shall operate and inspect all building systems, and observe building finishes, within and immediately adjacent to the area of the project. This review will ascertain the condition of and any operations problems with these systems, verify the existing condition and any current problems before the contractor assumes responsibility for the system's condition and operation or existing damage to finishes, prior to work beginning. A written list of any deficiencies or problems shall be produced by the Contractor and acknowledged by the District. At the completion of the work, any problems or damage to the systems or facilities will be assumed to be the result of the Contractor's work and must be corrected at the Contractor's cost prior to final payment. Proceeding with the work indicates acceptance of the systems and conditions and waives any future claim to the contrary.

DEMOLITION, EXCAVATION AND BACK-FILL/COMPACTION: Visit the site and examine the existing conditions. Note all conditions as to character and extent of work required. Execute all demolition work in an orderly manner with due consideration for existing structures and site features, including any parts of the surrounding areas which re to remain. Barricade and cove as necessary to protect pedestrians, workman and adjacent property. Periodically sprinkle to allay dust. Protect active service and utilities lines shown or uncovered as part of this work. Repair any damage to adjacent structures or features caused by demolition operations. Conduct operations so as not to interfere with adjacent roads, streets, drives, walks and service areas. Disconnect any utilities serving the structure or site features. Back-fill and compact trenches and excavations caused by the demolition work.

All items considered for salvage and not indicated to be reused shall be placed in a holding area designated by the District for a minimum of 30 days following removal, during which time the District may select items to be retained. Items not salvaged by the District will become property of the Contractor and shall be removed from the site and legally disposed of. Use movable debris containers the material through the building. Do not store or permit debris to accumulate on the site. No sale of salvage materials will be allowed from the site. Extreme care shall be exercised to prevent chipping, breakage, bending and mishandling of materials indicated to be salvaged for the District. On completion of the demolition work, leave the property and adjacent areas clean and satisfactory to the District.

TRAFFIC CONTROL: Where road or parking closures will be required by this work, provide traffic control signage necessary to safely reroute traffic to open circulation or parking areas. Include lighted barricades, temporary directional and information signs, etc. Traffic control signage shall be coordinated with the College and be in place for the duration of the work causing the closure or unsafe conditions. Where campus entry access or driveways will be closed or normal access is otherwise impeded, or where work is occurring within and along the public right of way, provide traffic control within the public street and right of way, including proper filing of traffic control plans with, and obtaining any required permits from, the local municipal authority.

TEMPORARY FACILITIES AND CONTROLS: Furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of the Contract. All utility and services described here and used by the Owner shall remain in service until Final Completion is obtained by the Contractor. Items indicate as "If Needed" shall be furnished as determined by the Contractor. The Owner is not obligated to provide these or similar facilities if the Contractor declines to provide them.

The Owner will identify construction staging and storage areas allocated to the Contractor for the work.

Temporary Enclosures and Storage, if needed: Contractor shall provide all storage enclosures required for his operations. Limit storage of materials to areas indicated or agreed to by the Owner. All temporary storage areas shall be enclosed by a temporary fence at least six feet tall.

Storage Sheds, If Needed: The general contractor and/or subcontractors shall make available throughout the duration of the project, either in temporary facilities or in designated lockable space in the building itself, adequate storage space for his and his subcontractors' materials. Such storage facilities shall be secure, lockable and weather tight. In accordance with the General Conditions, the Owner may make partial payments to the Contractor for materials so stored to his satisfaction.

Contractor's Field Office Trailer, If Needed: Furnish and install a field office building adequate in size for all the Contractor's offices, files, and his job sites meetings.

Toilet Facilities: Provide adequate toilet facilities, as required by applicable ordinance, for the use of all workmen employed on the Project, located where directed, and enforce their use by all personnel on the Project. Existing toilets shall not be used, unless specifically approved by the Owner prior to bid.

Temporary Telephone Service: Telephones may be furnished by the Contractor for the use of the Contractor, Subcontractors, and trades employed on the work. Toll and long distance calls shall be made only under arrangements with the Contractor who shall be responsible for the collection and payment of all charges in connection therewith.

Temporary Water: Water required in the performance of the Contract shall be provided and paid for by the Owner. Provide and regularly test an approved back-flow device at all connections to main water supplies. The Contractor shall provide temporary taps, valves or lines necessary for the work.

Temporary Electrical Service: The Owner will provide power required in the performance of the Contract. The Contractor shall provide temporary panels, circuit protection, wiring, devices and fixtures necessary for the work.

Provide adequate temporary lighting and convenience outlets as may be necessary for proper performance and inspection of the work. If operations are carried on during hours of darkness, adequate floodlights, clusters and spot illumination shall be furnished and maintained during all hours that natural illumination is deemed by the Contractor as being insufficient for the work being performed.

Temporary Heat and Cooling: When required for proper installation or protection of any portion of the work, the Contractor shall furnish and install approved temporary heating and cooling units; operate and maintain same, and remove them or relocate them as directed. Unless the project occupies an entire air handler zone, the building HVAC systems will not be used for conditioning if odors, fumes or dust may be spread from the work area to other areas of the building.

Drinking Water: Supply adequate cool, pure drinking water with individual drinking cups for the use of employees on the Project. The quality of the drinking water shall meet the standards for public water supplies specified in the County Health Department Sanitary Code.

Temporary Construction Equipment and Protection: Provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workmen, equipment, the public and property as required by State or Municipal laws and regulations, and local ordinances. These shall conform to all regulations, ordinances, laws and other requirements of the City, State, Federal and other authorities having jurisdiction with regard to safety precautions, operation and fire hazards.

Temporary Fence and Barriers: Where required by the Owner, install a minimum six foot (6') high chain link fence and access gates around the construction sites. Provide opaque wind screen material at all fencing and gates. Furnish, install, maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs and safety barriers, steps, bridges, platforms, and other temporary construction necessary for proper completion of the Work shall be compliance with all pertinent safety and other regulations. All open excavations shall be completely protected by lighted barriers, 48" high safety/snow type fencing and safety warning tape.

Protect existing structures, paving/paving surface, landscape, underground utilities, etc., as noted on the drawings and as may be otherwise located by the Contractor. Prior to substantial completion return any damaged conditions to the original conditions. Provide and maintain provisions for closing and locking the Project at such time as possible to do so.

Protect the interior of the building by closing all openings with suitable materials when weather or job conditions require.

Protection for Work in Place: Work in place that is subject to injury because of operations being carried on adjacent thereto shall be covered, boarded up or substantially enclosed with adequate protection. Permanent openings used as thoroughfares for the introduction of work and materials to the structure shall have heads, jambs, and sills well blocked and boarded. All forms of protection shall be constructed in a manner such that, upon completion, the entire work will be delivered to the Owner in proper, whole and unblemished condition.

Fire Protection: Provide adequate fire extinguishers on the premises during the course of construction, of the type and sizes recommended by the American Insurance Association to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use.

Temporary Dust Protection and Barriers: The Contractor shall erect and maintain temporary dust barriers in areas of new construction or remodeling adjacent to or open to non-project areas. Barriers shall be sealed to walls and ceilings to prevent passage of dust. Ceilings tiles shall be in place or other provisions made to prevent the spread of dust into the building air conditioning system when demolition, drywall finishing or other dust producing operations are taking place. At the completion of construction/remodeling, the entire project area shall be cleaned. If dust has spread into adjacent non-project areas, those areas shall be thoroughly cleaned by a professional cleaning service as part of this project. All air filters in air handling equipment located within project areas shall have new filters installed at the close of the project.

Special Controls: Contractor shall take necessary precautions to minimize the dust, dirt, noise or odors arising from his operations by wetting the area or by other suitable methods as approved.

The Owner's on-going operations and use of adjacent areas outside of the project area shall not be disturbed by noise, vibration, odor, material staging, etc. All movement of new materials or waste/demolition materials through non-project areas shall occur prior to 7:30 A.M. or after 2:30 P.M. Dust, dirt or debris in areas outside of the project area shall be cleaned and vacuumed at the end of each work day. All material storage, etc. shall be limited to within the project area.

Contractor shall take reasonable precautions to minimize debris that could be carried by wind on the site or to adjoining property.

Contractor shall exercise maximum noise control efforts to minimize the nuisance of construction noise. Dependent on Owner operating requirement use of noisy equipment may be restricted.

Safety: The contractor will notify the College Buildings and Grounds director in writing of any desired changes to, or interruption of, existing utilities at least five (5) days prior to the time changes are to be made. No existing main switches or valves should be operated by the contractor. Buildings and Grounds will provide personnel to operate, shut down or start up existing systems. Shut down of utilities or equipment that will affect more than the project area needs to be planned and scheduled at least 14 days in advance.

When working within or adjacent to existing facilities, or when tying into existing utilities, the Contractor shall use and comply with College red tag permit systems, tag out procedures and Hot Work Permit systems for cutting, welding, soldering, grinding, etc.

Access and Traffic Regulation: The Contractor shall have access to the work area seven (7) days per week from 5:00 A.M. to 10:00 P.M. Access shall be limited to the work, staging, delivery, and parking areas which have been approved by Owner and indicated on the drawings.

Whenever the Contractor's activity affects college/public vehicular or pedestrian traffic, the Contractor shall install and maintain any and all traffic barriers, signals, separators, etc., necessary for the safety of the public. Maintain access for fire protection of buildings at all times. Do not block or restrict access to fire hydrants.

CLEANING AND REPAIRS: The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations at all times. At the completion of the work, remove all waste materials and rubbish from the about the Project, as well as tools, construction equipment, machinery and surplus materials.

All areas open to the public which are affected by the work shall have all debris and material picked up and broomed or vacuumed clean at the end of each work shift. If the Contractor fails to clean up the work, the Owner may do so, and the cost thereof shall be charged to the Contractor. At the end of the project, remove all surplus material, false work, temporary structures, and debris of every nature resulting from operations, and put site in a neat orderly condition. Clean surfaces of the construction and site including sidewalks, curbs and gutters, paved areas, and all like surfaces, and adjoining private and public property to the extent soiled by the Contractor's operations. Remove all debris from staging and construction areas and return the area to the original conditions. In conjunction with final cleaning of all surfaces and areas, the Contractor shall check operational pieces of equipment for proper functional operation and alignment. Final adjustments by qualified mechanics shall be made as required.

All damage to areas or materials due to the work of this project shall be repaired or replaced to match adjacent undamaged areas. Work shall be performed by crafts-persons skilled in the particular area of work requiring repair or replacement.

SUBSTANTIAL COMPLETION: is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work. For the purposes of this Contract, the term "beneficial occupancy" is not recognized as having any meaning or impact on defining the meaning or Date of Substantial Completion. Full or partial occupancy or use of the facility by the Owner shall not constitute or be sufficient for determining Substantial Completion. All of the following are conditions precedent for Substantial Completion:

1. Inspection, approval, occupancy and other permits issued by regulatory agencies having jurisdiction and without conditions. Conditional permits do not satisfy Substantial Completion requirements.
2. All building systems in place, complete, functional and accepted by the Consultants.
3. As applicable, the HVAC system is tested and balanced with a preliminary balance report submitted to, and accepted by, the Consultant and the Owner.

4. Facilities are able to be secured by the Owner and any Contractor installed building security systems are complete and functioning.
5. Odor and fume generating activities are complete. This includes work such as painting, staining, floor installation, etc. This also includes odor generating activity that originates in non-occupied spaces, but could enter and impact occupied areas.
6. Final cleaning is complete.
7. All dust generating activity within occupied spaces has been completed. This includes dust generating activity that originates in non-occupied spaces, but could enter and impact occupied areas.
8. All mechanical, plumbing, electrical, and life safety or other special systems and equipment are complete, operational, inspected and have received all required final operating permits, to the extent that the Owner can safely and legally use and occupy the facility.
9. Remaining punch-list items do not represent a hazard or create an adverse impact to the Owner and occupants in order for the contractor and his subcontractors to complete. Completion of punch-list items should not cause interruption or disruption to the Owner's functions due to noise, dust, odor, fumes, etc., or they must be undertaken and completed during off-hours convenient to the Owner's operations and at no added cost to the Owner.
10. The Owner is able to fully occupy and utilize all portions of the Work.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's Consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs and the cost of appellate proceedings, arising out of the negligent acts or omissions of the Contractor, a it's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable--Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person described in this Paragraph 3.18.

The obligations of the Contractor shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's Consultants, and agents and employees of any of them provided such giving or failure to give is the primary, cause of the injury or damage. These Paragraphs shall not limit the obligations of the Contractor to the State of Arizona or any Department, board, agency or other political subdivision of the State of Arizona, when any one or more of the foregoing serves as the Architect or a sub-consultant to the prime Architect.

ADMINISTRATIVE RESOLUTION OF CLAIMS AND DISPUTES

Any claim or dispute between the Contractor and the Owner arising out of or relating to this Contract, which has not been resolved by the Architect in a manner acceptable to both the Contractor and the Owner shall be resolved pursuant to the Maricopa County Community College District Purchasing Procedures Manual, Section 902, "Contract Claims and Dispute Resolution", with the addition that if there is any cost incurred in providing an outside hearing officer, the District and the Contractor will split the cost in proportion of the actual award made versus the value of the claim being made. The parties agree that the Claims Procedures and Legal Remedies set forth or identified in this Paragraph shall be the exclusive means for resolving disputes arising under the Contract. Contractor acknowledges and understands that it must follow this process before instituting any judicial proceeding and that all

decisions reached, along with their reasoning, shall become part of the legal record of any proceeding. In agreeing to this Contract Claims Process, all parties to the hearings and decisions agree that this process must be followed prior to any formal litigation and that all decisions reached, along with their reasoning, become part of the legal record of that litigation filing.

No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court for Maricopa County. The procedures described in this Paragraph for resolving claims shall be exhausted before any lawsuit may be filed.

Nothing in this Contract shall be construed to waive the requirements of Arizona Revised Statutes Sections 12-820 et seq. The Contractor shall file any notice of claim under this Contract within the time limits and in the manner specified in Arizona Revised Statutes Section 12-821.01. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during the resolution of any claim or controversy and the Owner shall continue to make payments that are due and owing to the Contractor in accordance with this Contract

LEGAL WORKER REQUIREMENTS

As mandated by Arizona Revised Statutes § 41-4401, MCCCCD is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An “employer” is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State. (See A.R.S. §23-211-4.) Therefore, in signing or performing any contract for MCCCCD, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the contract; and
- C. MCCCCD or its designee is authorized by law to randomly inspect the records relating to an employee of the Contractor or any of its subcontractors who works on the contract to ensure compliance with the warranty made in Paragraph A above.

SUSPENSION, TERMINATION and DEFAULT

All requirements of the termination, suspension or default paragraphs shall be included as flow-down requirements in all sub-contracts and supplier purchase orders.

TERMINATION BY THE OWNER FOR CAUSE

The Owner may terminate or default the Contractor upon actual or anticipated, persistent or repeated occurrence of, or failure to, correct any one or more of the following: (1) If the Contractor fails to supply, or fails to cause to supply, sufficient skilled workman or suitable materials or equipment required for the timely and proper progress and/or completion of the Work; (2) If the Contractor, upon payment by the Owner, fails to make prompt payment to Subcontractors or suppliers at any tier, for materials, labor or equipment due, or approved in the Application for Payment, in accordance with the respective agreements between the Contractor and the Subcontractors; (3) If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction or specified by this Contract; (4) If the Contractor refuses or fails to prosecute the work, or any separable part, with such diligence as will ensure its completion within the agreed upon time; or if the Contractor fails to produce and pursue the required recovery schedules; or if the Contractor fails to complete the Work within contract dates of Substantial or Final Completion; (5) If the Contractor fails to follow any reasonable instruction by the Architect or Owner; (6) If the

Contractor performs Work that deviates from the Contract Documents, or fails to remove, replace or repair improper or inadequate Work when directed by the Architect; (7) If the Contractor fails to obtain or maintain required bonds, insurance, licenses or permits; (8) If the Contractor has repeated or excessive safety violations, whether officially reported or not, or fails to remedy serious safety violations; (9) If the Contractor otherwise breaches or violates in any material way any provision or requirements of these Contract Documents or of any other contract between the Owner and Contractor.

Once the Owner determines that sufficient cause exists, the Owner may terminate or default the Contract without prejudice to any other right or remedy the Owner may have in the Contract Documents or in law. Once the Owner determines that sufficient cause exists, the Owner may terminate or default the Contract after giving the Contractor and its surety notice by issuing a written Declaration of Default. If Contractor fails to cure, or demonstrate reasonable effort to cure, such problem within three Days, and completely cure such problem within seven Days, then Owner may give a second written notice to Contractor and surety of its intent to terminate the Agreement within seven Days. If Contractor, within such second seven Day period, fails to cure such problem, then Owner may declare the Agreement immediately terminated for default by providing written notice to Contractor and surety of such declaration. After expiration of this seven day period, the Owner shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the Owner's right to terminate the Contract.

In the event that the Contract is terminated or defaulted, the Owner may take over the Work and prosecute to completion, by contract or otherwise, and may exclude the Contractor from the site. The Owner may take possession of the Work and all tools, construction equipment, machinery and plant which may be on site of the Work, and the use of same to the full extent that they can be used by the Contractor, and without liability to the Contractor except to return them undamaged, reasonable wear and tear excepted, at such time as any such item no longer has utility for completion of the Work. The Owner may also take possession of all material and appliances stored at the site and finish the Work as the Owner deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

Immediately upon Termination for Cause or Default, title to all completed work, work in progress and stored materials passes to the Owner. If the unpaid balance of the Contract Sum exceeds the Owner's direct and indirect cost and expenses of completing the Work, including compensation for the additional professional, consultant, internal or additional procurement costs, lost revenue, interest, legal or other required services and damages incurred by the Owner and not expressly waived, such excess shall be used to pay the Contractor for the Work it performed. If such costs exceed the unpaid balance, the Contractor or its surety shall pay the difference to the Owner, or at the sole discretion of the Owner, the difference due may be deducted from balances due on other contracts between the Owner and Contractor. In exercising the Owner's right to prosecute the completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner and methods of completing the Work. In the event that the Owner accepts bids for corrective Work or completion of the Project, or the Surety assumes responsibility for corrections or completion of the Work, the Contractor shall not be eligible for the award of such contracts or work at the Owner's sole option.

The Owner shall have the option of requiring any, all or none of the Subcontractors or suppliers to perform according to their subcontracts and purchase orders, and may assign any or all of the subcontracts to a general contractor selected to complete the Work.

If the Owner takes over the Work, unexecuted orders entered into by the Contractor for performance of any part of the Work will be effective upon acceptance by the Owner in writing, and only as to those subcontracts and purchase orders which the Owner designates in writing. The Owner may accept assignment at any time during the course of construction prior to Final Completion. All subcontracts and purchase orders shall provide that they are freely assignable by the Contractor to the Owner and its assigns. The assignment is part of the consideration to the Owner for entering into this Contract and may not be withdrawn prior to Final Completion of the Work.

In the event the Contract is terminated and it is determined for any reason that the Contractor was not in default, the termination shall be deemed a suspension for Convenience of the Owner. This Contract may be terminated by the Owner under the conditions stated in A.R.S. § 38-511.

SUSPENSION BY THE OWNER FOR CONVENIENCE

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. Adjustment of the Contract Sum shall include pro-rated profit for the Work completed at the time of the Suspension. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

If funds approved by the Legislature, by public vote, or by the District Governing Board to perform this Work become unavailable for payment under this Contract, the Owner may delay the Work for a period up to six months, after which date if no approved or apportioned funds are made available, this Contract shall terminate at the option of the Owner. In the event of such delay or termination, the Owner shall pay the Contractor under the Contract through the date of Work stoppage, but only direct job site costs may be recovered by the Contractor for damages reasonably incurred after the date of Work stoppage.

TERMINATION BY THE OWNER FOR CONVENIENCE

For its own convenience upon fifteen days' written notice, the Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Such Termination shall be effective at the time and manner specified in the Notice. In such case, the Contractor shall be paid in accordance with provisions of this section. Such termination shall be without prejudice to any claims which the Owner may have against the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, which shall be the unpaid progress payments from the Schedule of Values for completed work or work in progress plus the proportional overhead and profit from the Schedule of Values due on that Work only, materials and equipment stored on the site but not yet installed in the Work, plus the retention held to date along with reasonable, direct job site costs incurred by reason of such termination. Unless shown as a defined payment line on the Schedule of Values, non-recurring costs, such as project mobilization, or other indirect project start-up costs will not be paid or reimbursed. No payment will be made for items such as home office overhead and profit, anticipated profit, or profit on work not yet performed.

TERMINATION INFORMATION REQUIRED FROM THE CONTRACTOR

In the event of termination, for any reason, or default by the Contractor, the following shall be supplied to the Owner and bond company, or their representative, as requested, within seven calendar days of the request: (1) subcontract information, including copies of all subcontracts, and both successful and unsuccessful subcontract proposals, including all accounting information related to the subcontracts; (2) purchase order information, including full copies of all purchase orders with all attachments, and all related correspondence, take-off sheets, change notice proposals, accounting and payment information, etc. (3) complete payroll information, including computations of labor burden chargeable to the project, for all personnel employed directly by the Contractor (4) complete information on all Contractor owned equipment or equipment rentals associated with this Work (5) other job cost or progress support information related to general conditions costs, insurance or bond coverage, daily job superintendent reports, etc. (6) summaries of costs billed during the period and final/to-date detailed job cost history (7) all drawings, manuals, submittals, narratives, tests, etc., associated with the Work.

DEFAULT OR TERMINATION OF OTHER ON-GOING PROJECTS

In the event of termination or default of the Contractor, the Owner may terminate or default other on-going Contracts held with the same Contractor. Where termination or default occurs, the Contractor shall take action as described in the following paragraph and be entitled to payment for termination as described above, for

other On-Going projects in good standing, only when the termination is for Owner's convenience.

PROTECTION AND SECURITY FOR WORK IN THE EVENT OF SUSPENSION, TERMINATION OR DEFAULT

Upon receipt of written notice from the Owner of suspension, termination or default, whether for the Owner's convenience or for cause, the Contractor shall: (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the completed Work and Work in progress, and property related to the Agreement that is in the possession of the Contractor and which the Owner has or may acquire an interest including stored materials; (3) shall maintain site security until directed by the Owner or other arrangements are made by the Owner or Surety and the Contractor is notified in writing to discontinue such services; (4) except for Work directed to be performed prior to the effective date of termination stated in the notice, and upon direction from the Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. (5) The Contractor will be reimbursed for the reasonable and direct costs to maintain on-going security and protection as required above upon presentation and approval of supporting documentation. Estimated costs for these requirements shall be reviewed and approved in writing by the Owner in advance.

PROJECT CLOSE-OUT: The following are requirements and procedures for submittal of data relating to closing out the Project upon completion of the Project Work. Receipt and approval of all items specified in this Section is a prerequisite for Final Payment. Detailed instructions elsewhere in these Specifications may require that certain items listed herein be submitted prior to Substantial Completion of the Project.

Evidence of Payment and Release of Liens: The Contractor shall submit the following to the Owner:

1. Contractor's Affidavit of Payment of Debt and Claims (AIA Document G706 or similar form approved by the Owner).
2. Contractor's Affidavit of Release of Liens (AIA Document G706A or similar form approved by the Owner including the following:
 - a. Consent of Contractor's Surety to Final Payment (AIA Documents G707 or similar form approved by the Owner).
 - b. Contractor's Final/Conditional Release of Waiver of Liens.
 - c. Separate releases or Waivers of Lien for each Subcontractor, supplier, and others with lien rights against Owner's property, together with list of those parties.

Duly sign and execute all submittals, before delivery to the Owner.

Contractor's Close-out Submittals to Owner: Both the Project Record Documents and the Owner's Operation and Maintenance Manuals should be submitted as specified herein and as per the various Sections of the specifications.

Provide THREE COPIES of all maintenance and operations data, as well as THREE COPIES of all manuals, warranties, etc.

Operations and Maintenance Data, If Needed: Where manuals are required to be submitted covering items included in this Work, prepare all such manuals in durable binders approximately 8 1/2 by 11 inches in size. The general nature of the manual should easily identifiable through the front cover. A neatly typewritten index should be located near the front of the manual, in order to furnish immediate information as to location of data. In addition, a copy of all guarantees and warranties issued should be included.

Maintenance and operation instructions:

Procure or prepare and include in manuals, operating and/or maintenance instructions for all equipment and/or materials that will require any adjustment, servicing, or attention for its proper operation or use. These instructions shall set forth all of the information necessary for the Owner to operate, maintain and make full and efficient use and perform such maintenance and servicing as would ordinarily be done by the Owner or his personnel. The Contractor will retain liability for the Owner's improper maintenance or operation of the system until proper training is completed.

Write instructions in simple, non-technical language when possible, with sufficient diagrams and explanation where necessary to be readily understandable by average layman. Possible hazards shall be particularly pointed out with instructions cautioning against mistakes that might result in damage or danger to equipment, building, or personnel. Where contents of manuals include manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all manufacturer's data with which this installation is not concerned.

Instruction of Owner's Personnel:

Prior to final acceptance and payment, instruct Owner's personnel in necessary operation, adjustment, and maintenance of products, equipment and systems. Operating and maintenance manual shall constitute basis of instruction. Review manual contents with Owner's personnel in detail to explain all aspects of operations and maintenance. A listing of all personnel receiving instructions, complete with signature verifying same, dates of instruction, and other pertinent data shall be delivered to the Project Manager upon completion of instruction session(s).

Recording As-Built Drawings:

The Owner will furnish the Contractor one (1) complete set of new prints of the drawings. The Contractor and/or sub-contractor under his direction shall record each and every change from the Contract Documents at the time it is made. This includes any changes that are made in partitions, doors, or otherwise in arrangement of construction of buildings as well as a complete record of exact manner in which electrical and mechanical work, piping, etc., are installed. Dimensions shall be included where necessary to accurately locate piping and other items that will be concealed in the finished building and on the site that may later be necessary to service. Maintain documents in clean, dry, legible condition and do not use record documents for construction purposes. Maintain Shop Drawings as record documents; legibly annotate appropriate drawings to record changes made after review.

Markings on reproducible materials shall be in dark ink or pencil. No "white out" or similar material should be used. Markings on paper drawings should be in red pencil, made dark and clear enough to reproduce via photocopy process.

Keep As-Built Drawings current. Legibly mark to record the following:

- a. Horizontal and vertical location of underground utilities, including electrical, and appurtenance referenced to permanent surface improvements.
- b. Field changes of dimensions and detail.
- c. Change made by Change Order.
- d. Details not on original Contract Drawings.

All RFI's, ASI's or change orders referenced on the face of the drawings as part of the As-Built information either shall be taped to the drawing sheet with the reference (without covering or obscuring other information on the sheet) or taped to a separate blank drawing sheet that is the same size as the rest of the sheets and then bound into the drawing set. References to files or a separate binder are not acceptable.

Provide one set of prints of the completed as-builts.

MCCCD CAMPUS CONSTRUCTION NOTICE **COVID-19 GUIDELINES**

On March 30, 2020, Arizona Governor Ducey issued Executive Order No. 2020-18 Stay Home, Stay Healthy, Stay Connected. The Order limits the activities of individuals in the State of Arizona that are considered non-essential. Executive Order No. 2020-12 identifies construction as Essential Infrastructure Operations and construction workers as Critical Trades supporting Essential Business and Operations. Consequently, as of today, the Stay Home Order does not affect construction projects.

This Construction Jobsite is a designated Essential Service pursuant to Arizona Executive Order No. 2020-18 *Stay Home, Stay Healthy, Stay Connected*, and Arizona Executive Order No. 2020-12 *Prohibiting Closing of Essential Services*.

All workers are required to observe the following:

1. No workers will be allowed onto the project site if they have any COVID-19 symptoms or are otherwise ill. Any workers that exhibits COVID-19 or other signs of illness will be ordered to leave the job site.
2. Report any COVID-19 symptoms or diagnosis experienced by you or someone you are in close contact with to your foreman or supervisor who should report all such information to the Colleges Facilities Department. Reporting should be done by phone before you come to work, and followed up in writing within 24 hours. Subcontractors shall inform the General Contractor if any person who has worked on a College project site in the previous 14-days reports COVID-19 symptoms or is diagnosed with COVID-19.
3. Workers that have exhibited COVID-19 symptoms or have been diagnosed with COVID-19 should not return to work and should self-quarantine for the CDC-recommended 14 days and at least 3 days (72 hours) have passed since you have had a fever without the use of fever reducing medications and have improved respiratory symptoms.
4. Workers should observe **social distancing** both at work as well as off-work. See below '**General Guidelines**' for additional criteria.
5. Do not share dishes, glasses, cups, utensils, or other eating items with others.
6. Wash hands regularly (at least 12 times a day) with soap and warm water for twenty (20) seconds. Wash hands immediately after removing gloves. If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used but soap and water is preferable.
7. Cover your mouth and nose with your elbow or a tissue during a sneeze or cough. Immediately dispose of the tissue.

MCCCD CAMPUS CONSTRUCTION NOTICE **COVID-19 GUIDELINES**

continued

8. Avoid touching your eyes or face.
9. Perform daily augmented cleaning of the project area, tools, work-trucks etc. This includes,

tables, hard backed chairs, doorknobs, light switches, remotes, handles, desks, toilets, sinks, computer keyboards and mouse and phones, Cleaning should be performed with an EPA-Registered household or industrial disinfectant, an alcohol solution of at least 70% alcohol, or a bleach solution of 1/3 cup of bleach per gallon of water or 4 teaspoons bleach per quart of water.

10. Daily launder work clothes, rags, towels, etc. per manufacturer's directions at the warmest appropriate setting.
11. Educate your employees about COVID-19 and what they can do to safeguard themselves, their families and the workplace.
12. Comply with Arizona Governor Ducey's Stay Home Order away from work.
13. Familiarize yourself and comply with latest workplace safety guidance from the Center for Disease Control, OSHA and the Department of Labor.

General Guidelines

SOCIAL DISTANCING Employees and all those working on construction projects should avoid personal contact. In addition, this requires that all reasonable measures be taken to allow for the CDC-recommended six feet of distance to exist among people while on a worksite or office, including trailer offices. Signs must be posted on the exterior of all conference room or trailer doors indicating the maximum number of people who can be in that room or trailer. That number is based on how many people can be there while maintaining the six-foot guideline. While performing construction activities, workers should do what is reasonable (without compromising safety in a material way) to maintain six feet of distance from other people. Pre-tasks plans should involve a discussion about how to perform the task while maintaining appropriate social distance.

GATHERINGS Meetings: All meetings that can be done effectively through technology, e.g., Skype, Microsoft Teams, Zoom, etc., shall be done virtually. If they cannot, proper social distancing must be maintained and tables and chairs should be wiped down after each meeting. If any of these gatherings continue, they must be limited to 10 or fewer people.

Dated: April 2, 2020