



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/05/25

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

ADW Communications Services, Inc. (Headquarters: Tempe, AZ); Arizona West Builders and Communications, Inc. (Headquarters: Chandler, AZ); International Towers, LLC (Headquarters: St. Ignatius, MT)

***Project Title/Description:**

Job Order Contract: Communications Tower Site Maintenance Services

***Purpose:**

Award: Supplier Contract No. SC2500000481. This award of contract is recommended to the 3 highest qualified contractors in an annual shared amount not to exceed \$750,000.00 for an initial 1 year agreement term from 08/17/25 to 08/16/26 which may be extended for up to 4 additional 1-year terms. Administering Department: Pima County Wireless Integrated Network.

This is an indefinite delivery/indefinite quantity job order contract. Funding sources will be determined at time of project job order. For projects estimated less \$50,000.00, the department may select a contractor based on availability, specialty or other such basis as the department may determine its sole discretion. For projects estimated at \$50,000.00 or more, all contractors will be given the opportunity to compete on the basis of cost or cost and schedule through a request for quotation. No individual job order may exceed \$250,000.00.

***Procurement Method:**

Request for Qualifications No. RFQu-2500006536 was conducted in accordance with A.R.S. § 34-604 and Pima County Board of Supervisors Policy D 29.1. Four responsive statements of qualifications were received and evaluated by a 4 member committee using qualifications and experienced-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, the final list of the 3 highest qualified contractors is recommended for award.

Attachments: Notice of Recommendation for Award, and Supplier Contract

***Program Goals/Predicted Outcomes:**

To provide a job order contract with qualified contractors that provides communication tower site maintenance eervices.

***Public Benefit:**

Provides means for routine maintenance and emergency restoration of mission critical communications sites.

***Metrics Available to Measure Performance:**

Performance will be measured using the contractor evaluation process as outlined in BOS Policy.D 29.1(E).

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: PCWIN Contract Number (i.e., 15-123): SC2500000481
 Commencement Date: 08/17/25 Termination Date: 08/16/26 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 750,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Various Funds**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required: _____**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required: _____**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Dawn Dargan Digitally signed by Dawn Dargan
Date: 2025.07.03 12:32:19 -0700

Division Manager: Scott Loomis Digitally signed by Scott Loomis
Date: 2025.07.03 13:42:42 -0700

Department: Procurement Director: Bruce D Collins Digitally signed by Bruce D Collins
Date: 2025.07.03 15:11:14 -0700

Telephone: 520-724-9071

Department Director Signature: Robert Meredith

Digitally signed by Robert Meredith
 DN: cn=Robert Meredith, o=Piima County, ou=PCWIN,
 email=robert.meredith@pima.gov, c=US
 Date: 2025.07.08 14:19:39 -0700

Date: _____

Deputy County Administrator Signature: _____

Date: 7-8-25

County Administrator Signature: _____

Date: 7/7/25



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: July 2, 2025

The Procurement Department hereby issues formal notice to respondents to Request for Qualifications **No. RFQu-2500006536 - Job Order Contract: Communications Tower Site Maintenance Services** that the following listed respondents will be recommended for award of a shared Supplier Contract in the annual award amount of \$750,000.00. The award action is scheduled to be performed by the Board of Supervisors on or after August 5, 2025.

Award is recommended to the most qualified Respondents (listed alphabetically).

AWARDEE NAMES

ADW Communications Services, Inc.
Arizona West Builders & Communications, Inc.
International Towers LLC

OTHER RESONDENT'S NAMES

Legacy Wireless Services, Inc.

NOTE: Pursuant to A.R.S. §34-604(H), only the names of the firms on the final list may be disclosed.

Issued by: Dawn Dargan, Procurement Officer

Telephone Number: (520) 724-9071

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

PIMA COUNTY WIRELESS INTEGRATED NETWORK

PROJECT: Job Order Contract: Communications Tower Site Maintenance Services

CONTRACTORS: ADW Communications Services, Inc.
18291 North Pima Road, Suite 110-317
Scottsdale, Arizona 85255

Arizona West Builders and Communications, Inc.
21012 S Cooper Rd.
Chandler, AZ 85286

International Towers, LLC
11821 N. Marana Tech Drive
Marana, AZ 85658

CONTRACT NO.: SC2500000481

AMOUNT: \$750,000.00

FUNDING: Various Funds

JOB ORDER CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called County, and ADW Communications Services, Inc., Arizona West Builders and Communications, Inc., and International Towers, LLC, hereinafter called Contractor in the singular, Contractors in the plural, and collectively referred to as the Parties.
- 1.2. Authority. County has a need to establish an Agreement with up to 3 Job Order Contractors for Communications Tower Site Maintenance Services.
- 1.3. Qualifications Based Solicitation. County conducted a competitive qualifications-based procurement pursuant to A.R.S. §34-604, for Job Order Contractors under RFQu-2500006536. Based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, County selected the 3 highest qualified Contractors as Job Order Contractors. The Job Order Contractors have agreed to be bound by and adhere to the requirements of this Agreement.

2. Basic Terms, Renewals, Extensions and Revisions.

- 2.1. Initial Term. This Contract (Agreement), as approved by the Board of Supervisors, commences on August 17, 2025, and terminates on August 16, 2026, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the Job Order Contractors will be assigned and perform tasks and projects under this Agreement.
- 2.2. Extension Options. County, at its sole discretion, may extend up to 4 additional 1-year terms or add funding to this Agreement at any time with the acknowledgment of the Contractors and the Board of Supervisors' or the Procurement Director's approval pursuant to Board of Supervisor Policy D29.4. Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within 10 calendar days of issuance

by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the Parties.

- 2.3. Individual Job Orders. Individual job orders will be implemented by issuing a Purchase Order (PO) to the selected Job Order Contractor to perform the work. Each PO will be an independent contract that will incorporate and be subject to the terms of this Agreement. The terms "PO", "Delivery Order (DO)", "Job Order", and "Contract" are used interchangeably in this Agreement.

2.3.1. Competition Thresholds.

2.3.1.1. For projects less than \$50,000.00, and during emergency situations, County may select a Contractor based on availability, specialty, or such other basis as County may determine in its sole discretion. During emergency situations requiring immediate attention by County (i.e., Flooding or other disaster prevention) County reserves the right to select a Job Order Contractor on a non-competitive basis for the work. In addition, the requirement that a Job Order Contract be in place prior to the initiation of work is waived during such an event. During such an emergency, a Contractor may be contacted and given instructions by a County Project Manager to perform the work immediately without an approved Job Order. It is understood that County will prepare a Job Order as soon as practicable following said instructions.

2.3.1.2. For projects of \$50,000.00 or more, all Contractors will compete on the basis of cost or cost and schedule through a request for quotation. Price may be either a fixed cost or a guaranteed maximum price.

2.3.1.3. All federally funded Job Orders will be competitively bid among all Contractors.

2.3.1.4. No individual Job Order may exceed \$250,000.00, including change orders.

- 2.3.2. Small Business Enterprise. These services are subject to the Pima County Code, Title 20, and Chapter 20.04, pertaining to participation of subcontractors. The Pima County SBE Program is a race and gender neutral program established to encourage contracting with all small businesses. Due to limited subcontracting opportunities, No Goal has been set for participation by Small Business Enterprises (SBE). The current list of certified SBE firms can be located on the City of Tucson's Procurement Website, [City of Tucson Business Enterprise Program Certification & Compliance System](#).

2.3.2.1. For projects that are federally funded, a Disadvantaged Business Enterprise (DBE) goal pursuant to Pima County Code Title 20, must be established for the individual Job Order.

- 2.3.3. Construction Completion Time: Work performed under this Agreement will be as stated in Individual Job Orders issued under this Agreement. County will assess Liquidated damages against Contractor based upon the construction completion time, if so specified in a Job Order.

- 2.3.4. Subcontractors: Subcontractors will be selected in accordance with Contractor's Subcontractor Selection Plan, incorporated herein by reference.

3. **Scope of Services.** Contractor will provide County all labor, materials and equipment necessary to complete the project as described in Exhibit A – Scope of Services (25 Pages), incorporated into this Agreement. All work will be done per specifications called for in the bid documents as contained in Pima County Solicitation Number RFQu-2500006536, Exhibit B - General Conditions (11 Pages), Exhibit C - Special Conditions – Multiple Award Job Order Contract (12 Pages), Exhibit D – Supplemental Provisions For Federal-Aid Contracts (3 Pages) and other documents incorporated into this Agreement.

4. **Compensation and Payment.**

4.1. Compensation. County will pay Contractor as specified.

4.1.1. Invoices. Contractor will provide detailed documentation in support of requested payment. The Contractor must cite the Purchase Order number on all invoices. Payments will be made in accordance with ARS § 34-609.

4.1.1.1. For the period of record retention required under Section 25, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

5. **Federal Funding.** County and Contractor understand the Job Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding.

5.1. Federal Labor Standards. Federal Labor Standards are applicable for Job Orders identified as being federally funded.

5.2. Additional Requirements. Federal forms will be attached to the Job Order, and Contractor agrees to be bound by all requirements.

5.2.1. Exhibit D – Supplemental Provisions for Federal-Aid Construction Contracts.

5.2.2. Davis Bacon (AZ. Wage Decision). Minimum wage rate, withholding, payroll, apprentice, subcontracting, and termination provisions, and the Work Hour and Safety Standards Act related to overtime pay and safety.

5.3. Subcontracting. Contractor will not subcontract on any federally funded Job Order with any firm or person listed in the Federal Government's [System for Award Management \(SAM\) system](#) with an active exclusion.

6. **Insurance.** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

6.1. Ratings. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.2. Insurance Coverages and Limits.

6.2.1. Minimum Scope and Limits of Insurance: Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations under this Agreement. County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Agreement. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement with a Combined Single Limit (CSL) of \$1,000,000 each accident.

6.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of 1 or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

6.2.1.4. Builder's Risk Insurance – Insurance applies to this Agreement, but need not be provided unless required for a particular job order. If Builders Risk Insurance applies to a particular job order, then Contractor is required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value under the job order, which shall include "All Risk" coverage. Pima County shall be named as a "Loss Payee". Contractor is responsible for equipment, materials, and supplies until completion of the project and acceptance by County.

6.2.1.5. Claims-Made Coverage. Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Contractor must maintain such coverage for a period of not less than 3 years following Agreement expiration, termination or cancellation.

6.3. Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

6.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

6.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

6.3.3. Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance.

6.3.4. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

6.4. Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, County will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the County project or Agreement number and project description.

6.5. Verification of Coverage:

Contractor will furnish County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

6.5.1. All certificates and endorsements, as required by this Agreement, are to be received and approved by County before work commences. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

6.5.2. All certificates required by this Agreement shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County project or contract number and project description on the certificate. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.6. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.**

7.1. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractor. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

7.2. All warranty and indemnification obligations under this Agreement shall survive expiration or termination of the Contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

7.3. Upon request, Contractor may fully indemnify and hold harmless any private property owner granting a right of entry to Contractor for the purpose of completing the project.

8. **Bonding Requirements.** Contractor will file payment and performance bonds with County, as required by A.R.S. §§ 34-610 and 34-611, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this Agreement.

8.1. Bonds will be submitted on an annual basis for the full value of all construction reasonably anticipated during the Agreement year or may be provided on a Job-Order by Job-Order basis; in the latter case, Contractor will anticipate additional Job Orders and provide bonds in reasonable increments.

8.1.1. If bonds are secured on a Job-Order by Job-Order basis, the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and prior to release of the Purchase Order.

- 8.2. At no time will the cumulative value of the bonds be less than the total value of the construction performed by Contractor under this Agreement, including Job Orders awarded to Contractor but not yet completed.

9. Laws and Regulations.

- 9.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement.
- 9.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.
- 9.3. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract licensed.

10. **Status of Independent Contractor.** Contractor is an independent Contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

11. Contractor/Subcontractor Performance.

- 11.1. Performance. Contractor will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. Contractor will employ suitably trained and skilled personnel to perform all required services under this Agreement. Prior to changing any key personnel, especially those key personnel County relied upon in making this Agreement, Contractor will obtain County's approval.
- 11.2. Responsibility. Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under this Agreement. Without additional compensation, Contractor will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of County having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to County.
- 11.3. Subcontractor License. Contractor will ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Agreement. Contractor will not permit any Subcontractor to perform work that does not fall within the scope of the Subcontractor's license, except as may be permitted under the rules of the Registrar of Contractors.
- 11.4. Subcontractor Acts and Omissions. Contractor will be fully responsible for all acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement creates any obligation on the part of County to pay any Subcontractor, except as may be required by law.
- 11.5. Subcontractor List. Contractor must use the Subcontractor's named on Contractor's Subcontractor List submitted with the bid. No Subcontractor may be added or changed without the prior written approval of County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE Subcontractors may be approved at the discretion of County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of County. Approval for substitution of SBE Subcontractors that are listed on the Bidders Statement of

Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Section 20.28.050 of the Pima County Code have been met.

12. **Assignment.** Contractor will not assign its rights or obligations under this Agreement in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
13. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subcontractors. During the performance of this Agreement, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
14. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
15. **Authority to Contract.** Contractor warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Agreement.
16. **Non-Waiver.** The failure of County to insist in any 1 or more instances upon full and complete compliance with any of the terms and provisions of this Agreement or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
17. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
18. **Termination of Contract for Default.**
 - 18.1. Upon a failure by Contractor to cure a default under this Agreement within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Agreement for default by written notice to Contractor. In this event, County may take over the work and complete it by Contract or otherwise. Contractor and its sureties, if any, will be liable for any damage to County resulting from Contractor's default, including any increased costs incurred by County in completing the work.
 - 18.2. Default Events. The following constitutes an event of default:
 - 18.2.1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Agreement, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 18.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 - 18.2.3. Failure to provide competent supervision at the site;
 - 18.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
 - 18.2.5. Failure to make prompt payment to Subcontractors or suppliers for material or labor;
 - 18.2.6. Loss of Contractor's business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Contractor's performance of this Agreement;

18.2.7. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Agreement; or

18.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Contractor, or Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

18.3. Termination. In the event of a termination for default:

18.3.1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Contractor for this project become County's property and will be delivered to County not later than 5 business days after the effective date of the termination;

18.3.2. County may withhold payments to Contractor arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Contractor is determined; and

18.3.3. Subject to the immediately preceding subparagraph 18.3.2, County's liability to Contractor will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

18.4. Non-Termination. County will not terminate the Agreement nor any Job Order issued under this Agreement for default or charge Contractor with damages under this Section if:

18.4.1. Except for subparagraph 18.2.8 in subsection 18.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

18.4.1.1. Acts of God or of the public enemy,

18.4.1.2. Acts of County in either its sovereign or contractual capacity,

18.4.1.3. Acts of another Contractor in the performance of a contract with County,

18.4.1.4. Fires,

18.4.1.5. Floods,

18.4.1.6. Epidemics,

18.4.1.7. Quarantine restrictions,

18.4.1.8. Strikes,

18.4.1.9. Freight embargoes,

18.4.1.10. Unusually severe weather, or

18.4.1.11. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the Subcontractor(s) or suppliers; and

18.4.2. Contractor, within 3 days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will

ascertain the facts and the extent of the resulting delay. If, in the judgment of County the findings warrant such action, the time for completing the work may be extended.

18.5. Receipt of Notice. For the purposes of subsection 18.1 above, "receipt of notice" includes receipt by hand by Contractor's onsite project manager, by facsimile transmission, or under the Notices clause of this Agreement.

18.6. Excusable. If, after termination of the Agreement for default, County determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated the Contract for convenience as set forth in Section 17.

18.7. Rights and Remedies. The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this Agreement.

19. **Termination for Convenience of County**. County may terminate this Agreement at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of County, become its property. If County terminates the Agreement as provided herein, County will pay Contractor an amount based on the time and expenses incurred by Contractor prior to the termination date. However, County will make no payment for anticipated profit on unperformed services.

20. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such termination, County has no further obligation to Contractor, other than payment for services rendered prior to termination.

21. **Notices**. Any notice required or permitted to be given under this Agreement must be in writing and be served by delivery or by certified mail upon the other party as follows:

County:

Robert Meredith, Director
Pima County Wireless Integrated Network
3434 E. 22nd Street,
Tucson, AZ 85713
Tel: (520) 724-7200

Any Notice required or permitted to be given by County may be served by personal delivery or certified mail to Contractor's contact name in Contractor's electronic vendor record.

22. **Non-Exclusive Agreement**. Contractor understands that this Contract is Non-Exclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

23. **Agreement Documents**.

23.1. Incorporation of Documents: Contractor and County in entering into this Agreement have relied upon information provided in Solicitation No. RFQu-2500006536 – Communications Tower Site Maintenance Services, Exhibit A – Scope of Services, Bonds (Bid, Payment, and Performance Bonds), Exhibit B – General Conditions, Exhibit C - Special Conditions – Multiple Award Job Order Contract, Exhibit D - Special Provisions, Technical Specifications and Plans, Construction Documents, Drawings and Specifications, Amendments, and on information provided in Contractor's response to this Solicitation. These documents are hereby incorporated into and made a part of this Agreement by reference as if set forth in full herein.

23.2. Order of Precedence: In the event of a conflict or inconsistency between or among the Agreement documents, the documents shall take precedence in the following order:

23.2.1. This Agreement

23.2.2. Exhibit B – General Conditions

- 23.2.3. Exhibit C - Special Conditions – Multiple Award Job Order Contract
- 23.2.4. Exhibit D – Supplemental Provisions For Federal-Aid Contracts
- 23.2.5. Special Provisions, Technical Specifications, and Plans
- 23.2.6. Contractor Response to the Solicitation
- 23.2.7. Instructions to Bidders
- 23.2.8. Invitation to Bid

23.3. Deviation: The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such agreement interpreting the documents shall be incorporated into the Agreement by amendment.

23.4. Conflict: In the event of any conflict between any provision in the Special Conditions, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.

24. **Ownership of Documents**. Ownership of all original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Contractor under this Agreement vests in and become the property of the County and will be delivered to County upon completion or termination of the services, but Contractor may retain record copies thereof.

25. **Books and Records**.

25.1. Maintenance. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.

25.2. Retention. Contractor will retain all records relating to this Agreement at least 5 years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Contractor may, at its option, deliver such records to County for retention.

26. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in Section 29 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

27. **Severability**. Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

28. **Delays**. Neither party will be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

29. **Disputes**.

29.1. Resolving Dispute. In the event of a dispute between County and Contractor regarding any part of this Agreement or the Parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Agreement and Contractor's counterpart official, such meeting to be held within 1 week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

29.2. Performance. The Parties will continue performance of their respective obligations under this Agreement notwithstanding the existence of any dispute.

30. Public Records.

30.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of Construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Contractor in any way related to this Agreement, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

30.2. Records Marked Confidential.

30.2.1. Any information submitted related to this Agreement that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

30.2.2. Notwithstanding the above provisions, in the event records marked confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked confidential 10 business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the 10-day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential, nor shall County be in any way financially responsible for any costs associated with securing such an order.

31. Legal Arizona Workers Act Compliance.

31.1. Compliance with Immigration Laws. Contractor warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each Subcontractor who performs any work for Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.

31.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

31.3. Remedies for Breach of Warranty. Any breach of Contractor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Contractor to penalties up to and including suspension or termination of this Agreement. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement Subcontractor (subject to County approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

31.4. Subcontractors. Contractor will advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Contractor is in compliance with these requirements. Any breach of this paragraph by

Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

- 31.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Contractor. In the event that remedial action under this Section results in delay to 1 or more tasks on the critical path of Contractor’s approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time but not costs.
32. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
33. **Forced Labor of Ethnic Uyghurs**. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within 5 business days and provide a written certification to County regarding compliance within one hundred eighty days.
34. **Heat Injury and Illness Prevention and Safety Plan** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor’s employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County’s request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
35. **Cooperative Use of Resulting Agreement**. Reserved.
36. **Counterparts**. This Agreement may be executed in 1 or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated between the Parties as original signatures for all purposes.
37. **Amendment**. Except for the amendment provision above in Section 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
38. **Entire Agreement**. This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

Remainder of This Page Intentionally Left Blank

39. **Effectiveness and Date.** This Agreement will become effective when all Parties have signed it. The date of this Agreement will be the date the Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR:

Signature

Firm Name

Name and Title (Please Print)

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

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Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR:

Alan Wawrzyniak
Signature

ADW Communications Service, Inc
Firm Name

Alan Wawrzyniak, CAO
Name and Title (Please Print)

07/11/2025
Date

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Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR:

Marty Franklin

Signature

Arizona West Builders

Firm Name

Marty Franklin Operations Manager

Name and Title (Please Print)

7/11/2025

Date

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Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR: **Nick Vespa**

Digitally signed by Nick Vespa
DN: cn=Nick Vespa,
o=International Towers, LLC,
ou=Senior Program Manager,
email=nvespa@itowersllc.com,
c=US
Date: 2025.07.15 13:08:36
+04'00'

Signature

International Towers, LLC (ITL)

Firm Name

Nick Vespa (Director) on behalf of Douglas Gratzner (President)

Name and Title (Please Print)

7/15/2025

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

EXHIBIT A - SCOPE OF SERVICES (25 Pages including attachments)

This is an indefinite quantity, indefinite delivery, Job Order Contract under which Contractor will provide Pima County with a full range of wireless infrastructure engineering and construction services for Pima County Communications Tower Site Maintenance Services. Such work to be requested by County from time to time by issuance of an individual Job Order for individual projects. A "Project" may encompass one or more defined sites.

GENERAL REQUIREMENTS:

To Provide Pima County Wireless Integrated Network (PCWIN) and Pima County Information Technology Department (PCWIN AND/OR PCITD) with various types of land mobile radio site maintenance services at various Pima County locations.

Contractor will provide all design, engineering, labor, materials, equipment, management, supervision, services, documentation and coordination required to provide a full range of site maintenance services. The scope of work for each project cannot be precisely defined at this time, but the range of services Contractor will be responsible for includes, but is not limited to Tower Site Emergency Restoration, Tower Site Inspection, and Tower Site Maintenance services specified in this Exhibit A Scope of Services is **Attachment 1, Statement of Work, Attachment 2, Specifications and Attachment 3, Site Inspection Checklist**, which apply to all projects under this job order contract.

The PCWIN AND/OR PCITD Project Manager will contact the Contractor with a specific scope of service required, and identify the location of the project, and the start and end dates desired. Unless specified otherwise, the Contractor will provide all required materials, labor and equipment necessary to do the job. This will be determined by the County on a project by project basis. Contractor shall procure necessary materials and equipment in the most cost effective manner possible. County shall be invoiced for the actual quantity of materials and equipment used on the job.

The Contractor shall prepare a written estimate of the proposed work to be done for each project, and shall present same to the PCWIN AND/OR PCITD Project Manager for approval and acceptance prior to beginning any work. Rates used to prepare these estimates must be the rates, markup factors, and other costs scheduled in the Job Order Quotation returned in a format as required by the Request for Job Order Quotation. The PCWIN AND/OR PCITD Project Manager will evaluate the response(s) and select award based on the procedures outlined in Exhibit C – Special Conditions – Multiple Award Job Order Contract. Upon acceptance, the PCWIN AND/OR PCITD Project Manager shall issue a written Notice to Proceed to the Contractor, after which, the Contractor shall begin work on the project within 5 days, unless otherwise agreed to by the PCWIN AND/OR PCITD Project Manager.

Contractor shall provide detailed documentation in support of requested payment. Payment requests will be made using Certification for Payment and Schedule of Values will be presented at the pre-construction meeting. NO PAYMENT REQUESTS WILL BE ACCEPTED UNTIL AFTER THE NOTICE TO PROCEED HAS BEEN ISSUED. Payment milestones will depend on individual sites and may include, but are not limited to, acceptance of Tower Site Emergency Restoration, Tower Site Inspection, and Tower Site Maintenance services, receipt of final as-built, operational or equipment documentation, and final acceptance.

All work performed by the Contractor under this Contract shall be performed in a thorough and workmanlike manner, and in conformance with accepted industry standards. Contractor shall adhere to a fully implemented, industry mandated safety program while performing all work under this Contract.

For contracted repair work, the Contractor shall provide supporting documentation to include drawings, surveys, photos, and test results.

Must provide 24/7 contact info and phone number with a 2-hour response time and 12 hour onsite time for emergencies, and 7 day response for maintenance.

For maintenance and repair services that require equipment replacement, the Contractor shall provide product data sheets to the PCWIN or PCITD Project Manager for review and approval prior to equipment purchase.

The Contractor shall coordinate the work activities so as to minimize interference with the normal work activities of County staff as well as the activities of any non-County owned sites of work. In performance of work, Contractor shall maintain access to existing facilities and equipment ensuring that the property owners and other tenants may continue to operate and maintain their existing radio equipment. This includes road access to the sites. Backup power installations that will support other's equipment must be coordinated with the other equipment owners via the PCWIN AND/OR PCITD Project Manager to avoid unintended interruptions of radio service and electrical service. County or approved non County escorts may be required for onsite work at some locations.

During the progress of the work, the Contractor shall keep the premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris. Work areas shall be cleaned up daily. Upon completion of the project, the premises are to be left neat and clean. Work areas shall be maintained in a safe condition and Contractor is responsible for keeping all combustible materials out of the work area and off the project location.

Contractor's work will not interfere with the existing work site owner's or occupant's equipment, operations, or maintenance unless agreed to by the PCWIN AND/OR PCITD Project Manager and owner and/or occupant before any work begins.

Owner's and occupants of work sites will allow Contractor the right of ingress and egress over, across and through the work site; provided, however, that Contractor's use of the work site, and access through the Premises to the work site shall at all times be subject to Contractor's adherence to: (i) generally accepted industry standards for facility security, access, and other rules, policies and procedures established by the owner and/or occupant of the work site; and (ii) such reasonable restrictions and requirements of the owner and/or occupant as shall be deemed necessary at owner and/or occupant's discretion to address compliance with applicable laws and to minimize the effect of Contractor's operations on the work site, and owner's and/or occupant's activities thereupon. The PCWIN AND/OR PCITD Project Manager will be the primary point of contact through whom communications of this nature should flow.

Damage to County or non-County owned building parts, fixtures or attachments, tenant's equipment, existing items, or items being delivered that are attributable to the Contractor shall be immediately reported to the PCWIN AND/OR PCITD Project Manager and repaired or replaced by the Contractor at no cost to County.

ORDERING AND SCHEDULING:

All work performed under this Contract shall be scheduled with the PCWIN AND/OR PCITD Project Manager. The Contractor will not be paid for any work undertaken for another department which has not been directed by or approved by the PCWIN AND/OR PCITD Project Manager prior to its commencement.

COMPLETION AND ACCEPTANCE:

Each project issued under this Contract shall commence and be completed as agreed upon in each Notice to Proceed. Acceptance of the work shall be upon approval of the PCWIN AND/OR PCITD Project Manager.

PAYMENT:

Pay requests for projects issued under this Contract, shall conform to the provisions of Section 4 of the Contract.

No shop time, travel time or portal-to-portal charges shall be invoiced without the prior approval of PCWIN AND/OR PCITD Project Manager.

DUST PREVENTION:

The Contractor shall take whatever steps, procedures, and methods are necessary, and provide whatever equipment and materials are necessary to prevent dust conditions to exist as a result of his work until that work is fully completed and accepted. He shall comply with the requirements of all applicable air quality standards, regulations and ordinances, during the entire course of the project. THIS IS NOT AN EXTRA PAY ITEM.

SERVICES TO BE PROVIDED BY THE COUNTY:

The County shall provide the following items and services in support of the Contractor's work:

1. Pre-Proposal meeting and tour of the proposed site and existing conditions for each project.
2. Any as-built drawings and specifications that may exist for the facility.
3. Cost of any materials testing necessary to accomplish the Project.
4. A Project Manager will be assigned to work with the Contractor throughout the term of the Project. All project communications must flow through the Project Manager.
5. Any information available regarding building utilities and services as required. This does not limit or negate the requirement of the Contractor to blue stake verify the field conditions.
6. Any reports and/or mitigation regarding asbestos-containing materials in County buildings. Pima County will contract directly with asbestos abatement contractors, should that be necessary, per the General Conditions.
7. Consultation with Risk Management Safety Officers and Hazardous Material Offices.

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EXHIBIT A – ATTACHMENT 1 (9 pages)
COMMUNICATIONS TOWER SITE MAINTENANCE
STATEMENT OF WORK

1.0 Site Maintenance Statement of Work

1.1 Organization

Section 1.0 defines the general Statement of Work for the Contractor.

Section 2.0 defines the specifications common to all work locations in Section 2.0.

1.2 Contractor Responsibilities

1.2.1 General Scope

The Contractor shall perform Tower Site Emergency Restoration, Tower Site Inspection, and Tower Site Maintenance services in accordance with applicable codes, ordinances and regulations of authorities having jurisdiction, the specifications of Attachment 2, Specifications, current FCC Rules and Regulations, current Motorola R56 Standards and Guidelines for Communications Sites, and TIA 222G Structural Standard for Antenna Supporting Structures. Where there is conflict between requirements, the more stringent requirement shall apply.

1.2.2 Project Management

1.2.2.1 Project Manager

The Contractor shall designate a single Project Manager for each project, to supervise and coordinate the Contractor's work and to act as the primary point of contact for all project-related issues. The Project Manager shall remain in place for the duration of the project. Any change in management is required to be approved by the County. The Project Manager is responsible for the implementation of services defined herein. The Project Manager is empowered with the authority and responsibility for day-to-day decision making. The Project Manager reports to the PCWIN AND/OR PCITD Project Manager.

The Contractor shall provide contact information for the project manager, including:

- name,
- mailing address,
- shipping address,
- office phone number,
- fax number,
- mobile phone number, and
- e-mail address.

The Contractor's project manager shall direct involvement of the Contractor's personnel and subcontractors in the project; and assist in resolving any tower site restoration service, tower site inspection service, tower site maintenance service, and microwave maintenance service concerns or problems.

1.2.2.2 Project Review Meetings

The Contractor shall participate in tower site emergency restoration, tower site inspection, and tower site maintenance project site survey meetings, pre-construction meetings, and site project review meetings as directed by the PCWIN AND/OR PCITD Project Manager

1.2.2.3 Project Schedule

The Contractor shall adhere to the service schedule detailed in the project Request for Quote and associated Scope of Work.

1.2.2.4 Product Submittals

For maintenance and repair services that require equipment replacement, the Contractor shall provide product data sheets to the PCWIN AND/OR PCITD Project Manager for review and approval prior to equipment purchase.

1.2.2.5 Transmittals

Electronic document collaboration allow for more efficient and timely Scope of Work, Requests for Quote, and associated project notification and close out documentation distribution between the County and the Contractor.

1.2.2.6 Electronic Mail

Electronic mail may be used for development of decisions and documentation, and transmission of files. Actual bonding and change order documentation shall be transmitted in hard copy.

1.2.2.7 Change Orders

Change requests are submitted to request any type of change to the project and to facilitate change order tracking. The most frequent types of requests for changes are expected to be related to scope, deliverables, schedule, or resources.

Change requests do not have to be associated with an increase to the cost of the project.

Subject to the limitations of individual contracts and delegation of authority, the PCWIN AND/OR PCITD Project Manager may authorize changes provided they do not exceed the value of the contract or change the scope of services or equipment to be provided. All other change orders or contract amendments must be approved the PCWIN AND/OR PCITD Deputy Director.

The Pima County Construction Change Order is a hard copy document that must be submitted to the PCWIN AND/OR PCITD Project Manager.

The Contractor shall submit change order requests to the County for any contract change that has an impact on scope, schedule, cost or system operation or performance. Change order requests must include the following information:

- Change Requested by
- Company Name
- Change Urgency
- Change Request Date
- Change Description
- Change Cost
- Change Drivers
- Change Benefits
- Scope Impact
- Impact to Schedule
- Supporting Documentation

No changes to the work shall commence until the change order request has been properly submitted and approved by the County in writing.

1.2.3 Tower Site Emergency Restoration, Tower Site Inspection, and Tower Site Maintenance Service Initialization

The Contractor shall commence project initialization within 5 days upon receipt of the approved Notice to Proceed.

1.2.3.1 Project Pre-Construction Meeting

When directed by the PCWIN AND/OR PCITD Project Manager, the Contractor shall participate in a project pre-construction meeting.

1.2.3.2 Preliminary Site Survey

For each Request for Quote site, the Contractor will be given the opportunity to attend a preliminary site survey for review of the Scope of Work.

1.2.3.3 Scope of Work

For each inspection, maintenance, and repair service Request for Quote, the Contractor will receive a Scope of Work with associated exhibits detailing work details.

1.2.3.4 Final Close-Out Documents

After receiving the Notice of Substantial Completion, the Contractor shall complete all punch list items and submit documentation as defined in the Scope of Work.

1.2.3.5 Equipment Orders

Upon receipt of the Notice to Proceed, the Contractor shall provide product submittals for approval from the PCWIN AND/OR PCITD Project Manager. Upon written approval of the product submittals, the Contractor shall proceed with equipment orders.

1.2.3.6 Transportation and Storage

The Contractor shall transport inspection, maintenance, and repair service equipment materials to storage facilities, staging areas and sites in preparation for installation as specified in the Scope of Work. The Contractor deliver any unused or other County or non-County owned equipment to the location specified in the Scope of Work.

1.2.3.7 Relocation, Consolidation or Removal of Existing Equipment

The PCWIN AND/OR PCITD Project Manager shall identify existing equipment that needs to be relocated and coordinate with the site owner and/or the equipment owner for the relocation, consolidation or removal of County equipment.

1.2.4 Site Work

1.2.4.1 Blue Staking

For tower maintenance projects that require ground disturbance, it is the responsibility of the Contractor to call for Blue Stake. The Contractor is responsible for verification of marking for each utility identified by Blue stake center personnel prior to digging.

1.2.4.2 Geotechnical Investigations

The Contractor shall notify the PCWIN AND/OR PCITD Project Manager if any additional geotechnical investigations are necessary for restoration or maintenance services.

1.2.4.3 Site Preconstruction Meetings

The Contractor shall hold a pre-construction meeting when directed by the PCWIN AND/OR PCITD Project Manager.

1.2.4.4 Supporting Documentation

For tower maintenance repair work, the Contractor shall provide supporting documentation such as drawings, surveys, etc, to document any modifications or repairs.

1.2.4.5 Permits and Approvals

The Contractor shall obtain construction and electrical permits and approvals when required for a maintenance repair. The Construction Permit shall be issued by Pima County, City of Tucson Development Services Department or whichever entity has jurisdiction of the site, prior to any construction taking place.

1.2.4.6 Site Construction

The Contractor shall perform the site work in accordance with the Scope of Work.

1.2.4.7 Erosion Control

The Contractor shall provide and maintain an erosion control system to protect adjacent property in accordance with local and state standards and specifications for soil erosion and sediment control. The Contractor shall seed or vegetate all areas disturbed by construction activities with grass or other plants that are indigenous to the area. All seeded areas shall be covered maintenance straw. The Contractor shall remove erosion control measures when the site has been stabilized and erosion control measures are no longer necessary.

1.2.4.8 Clearing and Grubbing

The Contractor shall clear fenced areas, new access roads and parking areas shall be cleared of trees, topsoil, shrubs, brush, rubbish, roots, logs, and other timber; organic material; debris; and any other material that would hinder the development of the site. The Contractor shall fill with suitable material and compact depressions made by grubbing.

The Contractor shall remove and dispose of unsuitable fill material from each site. Material removal shall be in accordance with federal, state and local noise, dust, waste disposal and environmental requirements.

1.2.4.9 Grading and Excavations

The Contractor shall grade the site compound in accordance with the Scope of Work.

1.2.4.10 Fills

For restoration or maintenance work requiring replacement of concrete slabs placed on grade (with or without porous fill), the Contractor shall remove and dispose of all loam, organic material, and unsuitable material. Where fill is required to raise the sub-grade for concrete slabs, fill material shall be placed in horizontal layers not exceeding 6 inches in compacted thickness. The Contractor shall not use frozen material.

1.2.4.11 Trench Backfill

The Contractor shall leave pipe joints exposed for testing. After testing, the Contractor shall backfill trenches with suitable materials free from large clumps of earth and rock fragments. The Contractor shall notify the PCWIN AND/OR PCITD Project Manager 15 days prior to the scheduled date of backfilling trenches. The

PCWIN AND/OR PCITD Project Manager reserves the right to visually inspect trenches prior to backfilling.

1.2.4.1 Plastic Marking Tape

The Contractor shall replace plastic marking tape with the appropriate color and utility identification above pipes and conduits when disturbed by restoration or maintenance earthwork.

1.2.4.13 Compaction

The Contractor shall compact fills and backfills to proper levels as defined in the specifications. The County may perform field-density tests in accordance with ASTM D 1566 or with ASTM D 2922 and ASTM D 3017. If tests indicate that the required density has not been obtained, the Contractor shall remove, replace and re-compact the material to the specified density at no additional expense to County.

1.2.4.14 Fenced Area Ground Cover

For existing sites where ground disturbance affects the geotextile fabric, the Contractor shall replace geotextile fabric within fenced compounds and 18 inches beyond the fence and shall cover the area with gravel.

1.2.5 Utilities

1.2.5.1 Existing Utilities

The Contractor shall verify location of existing utilities before performing site work. The Contractor shall protect existing utilities from damage during site work. See section 1.2.4.4.

1.2.5.2 Temporary Electric Service

For maintenance services that require an electrical outage, the Contractor shall coordinate and obtain temporary electric services in the form of an emergency generator sized to site load requirements. The Contractor is responsible for fueling the generator and shall not allow loss of temporary power.

1.2.6 Chain-Link Fencing / CMU Walls

For maintenance services requiring temporary barrier removal, the Contractor shall replace all barriers to match existing. The Contractor shall match the existing finish. All finishing shall be approved by the PCWIN AND/OR PCITD Project Manager.

1.2.7 Concrete

1.2.7.1 Foundation Design

For site foundation damage or failure, The Contractor shall replace foundations in accordance with ACI 318, ACI 301, ACI 302.

1.2.7.2 Concrete Forms and Pours

The Contractor shall afford the County the opportunity to inspect excavations, forms and rebar placement before concrete pours.

1.2.7.3 Concrete Testing

All concrete replaced during restoration or maintenance services shall be tested. The Contractor shall coordinate testing times directly with the testing firm and provide a testing schedule to the County. If tests show that concrete strength is not adequate, all such concrete shall be removed and replaced by the Contractor at no additional cost to the County.

1.2.8 Tower

1.2.8.1 Tower Design

For tower failure, un-reparable damage, or aging requiring tower replacement, the Contractor shall design new towers in accordance with TIA-222-G to support all current loading and preliminary loading specified in the tower as-built drawings , including antennas and appurtenances (antenna support hardware, waveguides and transmission lines, grounding kits, tower lighting systems, tower climbing systems, etc.), ice, wind and seismic loads.

For towers that are identified by Structural Analysis as requiring upgrading, the Contractor shall design upgrades to existing towers in accordance with TIA-222-G to support all existing loads and designed overbuild.

1.2.8.2 Tower Analyses

All tower structural analyses shall be performed by the County.

1.2.8.3 Tower Condition Assessment and Mapping

Tower condition assessment and mapping shall be performed by a certified tower climber and documented per the Tower Inspection form.

1.2.8.4 FAA and FCC Notifications

For tower maintenance requiring the replacement of lighting systems, the Contractor is responsible for filing of the NOTAM with the FCC.

1.2.8.5 Tower Replacement

Where an existing tower is replaced, the Contractor shall coordinate with the PCWIN AND/OR PCITD Project Manager for the removal and disposition of the existing tower. All existing systems and appurtenances shall be migrated to the replacement tower.

1.2.8.6 New Tower Delivery and Installation

When required, the Contractor shall furnish and install new towers or tower improvements, including the following items:

- cable ladder
- climbing ladder
- lighting
- tower ground bar
- ice bridge (cable support bridge)
- lightning rods
- Safety Climb

1.2.9 Site Alarms

Equipment alarm points, if present, shall be terminated and tested for any equipment requiring replacement. Alarm testing shall be witnessed by the PCWIN AND/OR PCITD Project Manager.

1.2.9.1 Building Penetrations

For restoration or maintenance services requiring new or temporary building penetrations, the Contractor shall seal all penetrations of building floors and walls with an appropriate sealant to make the penetrations water-, rodent- and insect-proof.

1.2.9.2 Air Conditioning

Prior to HVAC replacement, the Contractor shall verify the capacity of existing HVAC systems to support the heat loads of proposed equipment. If adequate, the Contractor shall replace the system with an equal capacity unit with equal or greater SEER rating. If the existing HVAC is inadequate, the Contractor shall furnish and install a replacement HVAC system to support the existing heat load.

1.2.9.3 Fire Protection and Hot Work Permit

The Contractor shall provide fire protection when performing hot work. For County facilities, any hot work requires a permit. Coordinate with the PCWIN AND/OR PCITD Project manager.

1.2.9.4 Electrical

The Contractor shall provide certification that the electrical work meets the local code requirements to the PCWIN AND/OR PCITD Project Manager, prior to the PCWIN AND/OR PCITD Project Manager's final inspection,

1.2.9.5 Grounding and Lightning Protection

All maintenance service work shall meet current Motorola R56 standards. For grounding installed in trenches, the Contractor shall leave conductors exposed for testing. The Contractor shall perform a ground resistance test and shall provide the results of that test to the PCWIN AND/OR PCITD Project Manager. The Contractor shall afford the PCWIN AND/OR PCITD Project Manager the opportunity to witness ground resistance tests.

1.2.9.6 Safety

The Contractor shall adhere to all OSHA Safety Standards while performing restoration, maintenance, inspection, and repair services.

1.2.10 Generators

Prior to generator replacement, the Contractor shall verify the capacity of existing generators to support the electric loads of proposed and existing site equipment. If the existing generator capacity is inadequate, the Contractor shall furnish and install a generator sized to support the existing site equipment. All replaced generators shall be of the same manufacturer.

1.2.11 Work Inspections

The Contractor shall notify the County when maintenance service work is ready for inspection. The County will perform work inspections and record deficiencies in a site punch list. The County will provide the punch list to the Contractor. The Contractor shall resolve all punch list items prior to final payment.

1.2.12 Documentation

1.2.12.1 As-Built Documentation

For maintenance services that require tower, site, or building modifications/repairs, the Contractor shall provide the County 1 hard and 1 soft copy of as-built documentation.

1.2.12.2 Operations and Maintenance Manuals

For equipment that is replaced during maintenance work, the Contractor shall provide the County 1 hard and 1 soft copy of the operations and maintenance manual.

1.2.13 Warranty and Maintenance

The Contractor shall warranty all equipment that is replaced during site maintenance for a period of not less than 1 year. The Contractor shall warrant all work and equipment for a period of 1 year from date of acceptance. Items to include in statement of warranty include:

- Assignments of warranties of any systems, materials or components that exceed the 1-year period
- Clear instruction on activating warranty
- Clear instructions on submitting claims for service under warranty, including 24-hour phone contact.

1.3 County Responsibilities

1.3.1 Project Management

1.3.1.1 Project Manager

The PCWIN AND/OR PCITD Project Manager will be the single project manager to act as the primary point of contact (POC) for all maintenance related issues. The PCWIN AND/OR PCITD Project Manager will act as liaison between the Contractor and other site owners and Contractor(s).

1.3.1.2 Project Review Meetings and Teleconferences

The PCWIN AND/OR PCITD Project Manager will conduct site maintenance review meetings on an as-needed basis.

1.3.1.3 Action Items

For action items identified by the PCWIN AND/OR PCITD Project Manager during site maintenance work, it is the responsibility of the Contractor to document the action item and resolve the item by the date specified by the PCWIN AND/OR PCITD Project Manager.

1.3.1.4 Site Maintenance Schedule

The PCWIN AND/OR PCITD Project Manager will coordinate maintenance activities with the Contractor and specify maintenance priorities. For time sensitive maintenance work, the schedule will be defined in the Notice to Proceed.

1.3.1.5 Transmittals

Electronic document collaboration systems allow for more efficient and timely Scope of Work, Requests for Quote, and associated Notices, to be distributed between the County and the Contractor via email.

1.3.1.6 Change Orders

The PCWIN AND/OR PCITD Project Manager will review change order requests and will provide to the Contractor written approval of valid requests. The County will review change order requests submitted by the Contractor promptly. If approved, the PCWIN AND/OR PCITD Project Manager will supply the Contractor with written approval. If the change order is denied or additional information is desired, the PCWIN AND/OR PCITD Project Manager will return the change order to the Contractor with notes detailing the corrections needed or reason for denial.

1.3.2 Site Access

The County will provide access for site maintenance work via the PCWIN AND/OR PCITD Project Manager or key check out.

1.3.3 Relocation of Existing Equipment

The PCWIN AND/OR PCITD Project Manager will coordinate with the Contractor to identify existing equipment that must be relocated or removed to accommodate site maintenance work. The PCWIN AND/OR PCITD Project Manager will coordinate with Contractor for subsequent placement of the relocated equipment.

1.3.4 Inspections

The County will perform work inspections and record deficiencies in a site punch list. The County will provide the punch list to the Contractor. The Contractor shall resolve all punch list items prior to final payment.

1.3.5 As-Built Documentation

The County will review as-built documentation and provide comments to the Contractor. When all comments have been addressed to the PCWIN AND/OR PCITD Project Managers satisfaction, the PCWIN AND/OR PCITD Project Manager will provide final approval of as-built documentation.

END OF EXHIBIT A - ATTACHMENT 1

EXHIBIT A – ATTACHMENT 2 (10 pages)

COMMUNICATIONS TOWER SITE MAINTENANCE SPECIFICATIONS

2.0 Site Maintenance Specifications

2.1 General Basis of Site Maintenance

All Tower Site Emergency Restoration, Tower Site Inspection, and Tower Site Maintenance services shall be performed in accordance with applicable codes, statutes and ordinances imposed by authorities having jurisdiction; these specifications; current FCC Rules and Regulations, current Motorola R56 Standards and Guidelines for Communications Sites, and TIA 222G Structural Standard for Antenna Supporting Structures. Where there is conflict between requirements, the more stringent requirement shall apply.

Backup energy systems shall provide electricity to the radio system without human intervention when offsite power is disconnected due to maintenance work.

2.2 Codes and Standards

All Tower Site Emergency Restoration, Tower Site Inspection, and Tower Site Maintenance service work shall meet the following codes and standards of the authorities having jurisdiction including Pima County, the City of Tucson, and other jurisdictions as applicable.

2.3 References

The following documents, either in whole or in part, are considered normative to the extent referenced in this document. The General Contractor shall contact the Authority having jurisdiction to verify the applicable codes and regulations pertinent to a specific site. Documents not otherwise referenced are considered informative:

American Concrete Institute (ACI)

- ACI 301-05, *Specifications for Structural Concrete*
- ACI 302.1R-04, *Guide for Concrete Floor and Slab Construction*
- ACI 318-08, *Building Code Requirements for Structural Concrete and Commentary*

American National Standards Institute (ANSI)

- ANSI-J-STD-607-2002, *Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications*

Alliance for Telecommunications Industry Solutions (ATIS)

- ATIS 0600311, *DC Power Systems – Telecommunications Environment Protection*, September 2007
- ATIS 0600313, *Electrical Protection for Telecommunications Central Offices and Similar Type Facilities*, October 2008
- ATIS 0600316, *Electrical Protection of Telecommunications Outside Plant*, May 2008
- ATIS 0600318, *Electrical Protection Applied to Telecommunications Network Plant at Entrances to Customer Structures or Buildings*, December 2005
- ATIS 0600330, *Valve-Regulated Lead-Acid Batteries Used in the Telecommunications Environment*, December 2008
- ATIS 0600334, *Electrical Protection of Communications Towers and Associated Structures*, 2008

American Society for Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)

- *ASHRAE Handbook—Fundamentals*, 2009 Edition

American Society of Civil Engineers (ASCE)

- ASCE 7, *Minimum Design Loads for Buildings and Other Structures*

American Society of Safety Engineers

- ANSI/ASSE Z359, *Fall Protection Code*

ASTM International

- ASTM A615-18e1, *Standard Specifications for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement*
- ASTM C 31-08a, *Practice for Making and Curing Concrete Test Specimens in the Field*
- ASTM C 33-01a, *Standard Specifications for Concrete Aggregates*
- ASTM C 39-05e1, *Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens*
- ASTM C150, *Standard Specification for Portland Cement*
- ASTM D 420-98 (2003), *Standard Guide to Site Characterization for Engineering Design and Construction Purposes*
- ASTM D1556-07, *Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method*
- ASTM D 1557-07, *Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort*
- ASTM D 2487-06e1, *Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*
- ASTM D 6938--17a, *Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)*
- ASTM G 57-06, *Standard Test Method for Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method*

Electronics Industry Alliance (EIA)

- EIA/ECA-310-e, *Cabinets, Racks, Panels and Associated Equipment*

Federal Aviation Administration (FAA)

- Advisory Circular 70/7460-17L, *Obstruction Marking and Lighting*, August 1, 2000
- Advisory Circular 150/5245-43J, *Specification for Obstruction Lighting Equipment*, October 17, 2006

Federal Communications Commission (FCC)

- Code of Federal Regulations, Title 47, Telecommunications (47 CFR)
- Office of Engineering and Technology (OET) Bulletin 65, *Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields*, Edition 97-01, August 1997

Illuminating Engineering Society (IESNA)

- IESNA-HB-9, *Lighting Handbook Reference & Application*, 9th ed.

Institute of Electrical and Electronics Engineers (IEEE)

- IEEE Std. 81-2002, *IEEE Guide for Measuring Earth Resistivity, Ground Impedance and Earth Surface Potentials of a Ground System*
- IEEE C2-2017, *National Electrical Safety Code (NEC)*

- IEEE Std. 142-2007, *Grounding of Industrial and Commercial Power Systems*

International Code Council

- *International Building Code*

National Electrical Contractors Association (NECA)

- NECA 1-2015, *Standard Practices for Good Workmanship in Electrical Contracting*

National Fire Protection Association (NFPA)

- NFPA 70-2019, *National Electrical Code*
- NFPA 72-2016, *National Fire Alarm Code*
- NFPA 101-2019, *Life Safety Code*
- NFPA 110-2019, *Standard for Emergency and Standby Power Systems*
- NFPA 111-2019, *Standard on Stored Electrical Energy Emergency and Standby Power Systems*
- NFPA 780-2020, *Standard for the Installation of Lightning Protection Systems*
- NFPA 2001-2015, *Standard on Clean Agent Fire Extinguishing Systems*

Telecommunications Industry Association (TIA)

- TIA-222-G-2009, *Structural Standard for Antenna Supporting Structures*
- TIA-568-.0-D-2015, *Generic Telecommunications Cabling for Customer Premises*, February 2009
- TIA-568-.1-D-2015, *Commercial Building Telecommunications Cabling Standard*, February 2009
- TIA-568-C.2-2014, *Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted-Pair Cabling Components*, May 2001
- TIA-568.3-D-2016, *Optical Fiber Cabling Components Standard*, June 2008
- TIA-569-B, *Commercial Building Standard for Telecommunications Pathways and Spaces*

Underwriters Laboratories (UL)

- UL 1449, *Standard for Surge-Protective Devices*, 3rd edition, August 2014
- UL 1778, *Uninterruptible Power Systems*, 4th edition, June 2014

2.4 Earthwork

2.4.1 Geotechnical Investigation

Geotechnical investigations shall be performed by the Contractor at sites requiring modification, replacement of foundational earthwork, or tower foundation work. Geotechnical investigations and reporting shall be performed in accordance with ASTM D420. Geotechnical reports shall be prepared and sealed by a professional engineer registered in the State of Arizona.

2.4.2 Tower Site Emergency Restoration, Tower Site Inspection, and Tower Site Maintenance Drawings

Site plans shall include the following items:

- Spot elevations
- Elevation contours
- Topographic features
- Coordinates and elevations of towers
- Existing and new utilities
- Access roads

- Demolition
- Parking and turnaround areas
- Building, tower, generator and fuel tank locations
- Foundations
- Erosion and sediment control
- Grading
- Drainage
- Landscaping
- Fencing / Walls
- Pavement, fencing and foundation details
- Specifications
- Staging Areas

2.4.3 Erosion Control

When soil is disturbed by trenching, an erosion control system shall be utilized to protect adjacent property in accordance with federal, state and local standards and specifications for soil erosion and sediment control.

All areas disturbed by maintenance digging/trenching activities exterior to the site fence shall be seeded or vegetated with grass or other plants that are indigenous to the local area. All seeded areas shall be covered with straw. Erosion control measures shall be removed when the site has been stabilized and erosion control measures are no longer necessary.

2.4.4 Materials for Fill, Subgrade Preparation, and Backfill

Soils shall be classified by test procedures outlined in ASTM D 2487. Moisture-density relations shall be established in accordance with ASTM D 1557 for all fill material to ensure its suitability.

Material for fill and backfill beneath buildings, structures, and towers; for backfill adjacent to buildings, structures, and towers; for trench backfill in every location; and for sub-grade preparation shall be GW, GP, GM, GC, SW, SP, SM, or SC. The largest particles in this fill and backfill shall be no greater than 2 in diameter.

Fill material for non-structural applications shall consist of unclassified material from the excavations.

2.4.5 Clearing and Grubbing

New fenced compounds, access roads and parking areas shall be cleared of trees, topsoil, shrubs, brush, rubbish, roots, logs and other timber, organic material, debris and any other material that would hinder the development of the site. Depressions made by grubbing shall be filled with suitable material and compacted as required.

Materials unsuitable for fill shall be removed from the site and disposed of in accordance with local, state and federal regulations.

2.4.6 Fills

Concrete slabs shall be placed on grade (with or without porous fill), all loam, organic material, and unsuitable material shall be removed and disposed of. Where fill is required to raise the subgrade for concrete slabs, fill material shall be placed in horizontal layers not exceeding 6 inches in compacted thickness. Frozen material shall not be used.

2.4.7 Backfilling Beneath and Adjacent to Buildings, Structures, and Towers

Backfill shall be placed in horizontal layers not exceeding 6 inches in compacted thickness.

Backfill on foundations 5 ft deep or less, measured from the top of the foundation to finished grade, shall be suitable material placed as specified herein before. For depths greater than 5 feet, select fill shall be used from the top of the footing to a point 5 ft below finished grade. The select fill, defined

as GW or SW material in ASTM D 2487, shall extend from the outside and inside faces of the wall to the faces of the excavation, if the excavation is sheeted and braced or 5 ft out from the outside and inside faces of the wall, if the excavation is unsheeted.

2.4.8 Backfilling Trenches

All subsurface components shall be left exposed for testing. After testing, trenches shall be backfilled with suitable materials free from large clumps of earth and rock fragments. Material shall be deposited in 6-inch horizontal layers and thoroughly and carefully tamped until pipe and conduit have a cover of not less than 1 foot. Wrapped, coated and plastic material shall be backfilled 6 in above the utility line with sand or other finely graded material. For trenches in open areas, remainder of backfill material shall then be placed in the trench in 1-foot horizontal layers.

Trenches shall be backfilled simultaneously on opposite sides and compacted simultaneously without dislocating the utility line from installed positions. For trenches beneath pavements, buildings, and structures, the entire depth of the trench shall be filled in 6-inch horizontal layers. Each layer shall be moistened or dried and compacted. Trenches improperly backfilled or where settlement occurs shall be reopened to depth required for proper compaction, refilled and compacted with surface restored to required grade and compaction, mounded over in open areas, and smoothed off.

2.4.9 Plastic Marking Tape

When conduit is new or replaced, new warning tapes shall be installed directly above pipe and conduit at a depth of 6 inches below finished grade unless otherwise indicated. Tape color shall be as specified in the International Color Coding System and shall bear a continuous printed inscription describing the specific utility.

Utility	Color
Electric	Red
Gas or Oil	Yellow
Water	Blue
Communications	Orange
Sanitary Sewer	Green
Reclaimed Water	Purple

Fiber optic cables shall be identified with a marking tape detectable by standard cable location technology.

2.4.10 Compaction

The degree of compaction required is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557. Fill and backfill material shall be moistened or aerated as necessary to provide a moisture content that falls within 3 percent of either side of optimum, unless otherwise approved in writing by County.

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The minimum compaction effort required for various fills, backfills, and sub-grades shall be as follows:

Fill, Backfill, and Sub-Grade Compaction	Percent of Maximum Density
Under buildings, structures, towers, or adjacent to buildings, structures, or towers	95
Under exterior concrete slabs, including related utility trench backfill and scarified sub-grades	90
Under utility trench backfill in other areas	85

Tests are to be performed in accordance with ASTM D 1566 or with ASTM D 2922 and ASTM D 3017.

2.4.11 Fenced / Walled Area Ground Cover

When soil is disturbed inside the site fence, any torn or removed geotextile fabric shall be replaced. The geotextile fabric shall extend 18 in outside the fence/wall. The fabric shall be installed in accordance with manufacturer's instructions. The area under the fabric shall be cleared and sterilized. The top covering over the fabric shall be 6 in of #57 aggregate compacted by roller.

2.4.12 Soil Sterilization

Areas specified to receive cover material shall be sterilized with a pre-emergent herbicide solution. Treatment shall be applied on the subgrade prior to placing cover material. Application shall be in accordance with the manufacturer's recommendations.

2.5 Foundations

2.5.1 General

Concrete foundations for towers, shelters, generators, fuel tanks and other site equipment shall be designed and installed in accordance with ACI 318, ACI 301 and ACI 302 and other applicable standards of ACI.

2.5.2 Design

Foundation designs shall be based on the geotechnical conditions at the site. Foundations for towers shall be designed in accordance with TIA-222-G. All foundation engineering design documentation shall be prepared and sealed by a professional structural engineer registered in the State of Arizona.

2.5.3 Installation

Forms shall be used to ensure proper pouring and forming of foundations. Forms shall be true, rigid and strong enough to carry loads to which they will be subjected. Steel reinforcement, anchor bolts and other embedded items shall be held rigidly in place during pouring and curing of concrete. Concrete shall be vibrated during pours to eliminate air pockets. Care shall be taken to ensure that concrete does not freeze before curing.

2.5.4 Materials

Cement shall meet the requirements of ASTM C 150. Aggregates shall meet the requirements of ASTM C 33. Reinforcing steel shall meet the requirements for Grade 60 reinforcing steel as defined in ASTM A 615. Minimum compressive strength of concrete shall be 4000 psf at 28 days or higher as specified by foundation design documentation.

2.5.5 Concrete Testing

During concrete pours, 4 test cylinders shall be poured in accordance with ASTM C 31 for each 25 cu yd concrete poured. Concrete tests and test reports shall be in accordance with ASTM C 39. If tests indicate that concrete strength is not adequate, the concrete shall be removed and replaced.

2.6 Site Features

2.6.1 Access Road

Where site access road maintenance is required, the access road shall maintain a 12-ft width. The road shall be maintained for H20 vehicle (as defined in AASHTO HB-17) surface loading. As a minimum, the road shall be 6 inches of graded aggregate base course, compacted by roller.

The access road shall be graded to provide positive drainage. Culverts shall be kept free of obstructions and allow free drainage. The access road should allow for the delivery of the initial and future site equipment shelters to the site.

2.6.2 Parking Area

A parking area is located outside the communications site designed to provide adequate space for parking and turnaround for 2 pick-up trucks and designed for H20 vehicle surface loading. All Contractor maintenance vehicles shall remain on the improved parking area. Vehicles are not permitted off of the improved parking area.

2.6.3 Chain-Link Fencing

When chain-link fencing requires maintenance, the fencing shall match existing. Fencing shall include locking gates and other accessories required to provide security for tower sites. Gates shall be equipped with light reflectors to increase their visibility at night. Fence maintenance and installation shall be in accordance drawings provided by Pima County PCWIN AND/OR PCITD.

2.6.4 Concrete Masonry Units

Concrete Masonry Units (CMU) shall be installed as specified in drawings provided by PCWIN AND/OR PCITD.

2.6.5 Signage

When signage requires replacement, signage shall match existing signage posted on fences, buildings, towers and rooms. Replacement signs shall be in accordance with federal, state and local codes, statutes and ordinances.

2.6.6 Bollards

When bollards require replacement, the bollards shall match the existing placement at the corners of shelters, generators and fuel tanks where these objects are exposed to vehicular traffic. Bollards shall be 4 in or larger concrete-filled steel pipe.

2.7 Towers and Antenna Support Structures

2.7.1 General

Towers and existing/new antenna support structures shall be maintained and installed according to TIA-222-G and codes, ordinances and regulations of authorities having jurisdiction. Where these standards contain conflicting requirements, the more stringent requirements shall apply.

Upgrades to existing structures where new antennas or other equipment are to be installed shall meet the same requirements as new structures.

2.7.2 Tower Classification

Towers for the use of public safety or critical infrastructure industry communications systems shall meet the requirements of Class III structures as defined in TIA-222-G.

2.7.3 Loads

Replacement towers shall be designed by a professional engineer licensed in Arizona and qualified in structural design, in accordance with TIA-222-G so that its design meets or exceeds the loading of the existing tower, antennas and appurtenances (antenna support hardware, waveguides and

transmission lines, grounding kits, tower lighting systems, tower climbing systems, etc.), ice, wind, and seismic loads. Existing tower documentation will be provided to the Contractor by the PCWIN AND/OR PCITD Project manager.

The Contractor shall carefully verify all existing and future loading specified in the existing tower documentation, including antennas and appurtenances being relocated from the structure being replaced, before performing tower analysis. Design basic wind speed shall be 100 mph rather than 90 mph as specified in TIA-222-G.

2.7.4 Twist and Sway

Microwave system twist and sway requirements shall be verified prior to the replacement tower design.

2.7.5 Analysis of Towers and Antenna Support Structures

A structural analysis will be performed in accordance with TIA-222-G on new towers and on existing towers where new antennas or other appurtenances are to be installed. The structural analyses are the responsibility of the County and the results will be provided to the Contractor. The analysis shall state the model and all assumptions used and shall be prepared and sealed by a professional engineer licensed in the State of Arizona.

2.7.6 Materials and Fabrication

Materials and fabrication of all replacement towers, guy assemblies, insulators and foundations shall meet the specifications of TIA-222-G.

2.7.7 Tower Erection

All work associated with the replacement of towers shall be inspected and approved by a professional engineer. The erection of towers shall be in accordance with TIA-222-G. The tower shall be grounded continuously during erection.

2.7.8 Tower Climbing Facilities

A climbing ladder or other climbing facility shall be provided for each replacement tower in accordance with TIA-222-G. Each climbing facility shall be equipped with a safety climb device. Safety climb devices and personnel belts shall meet the requirements of ANSI/ASSE Z.359.

2.7.9 Obstruction Marking and Lighting

Replacement towers shall be marked and lighted in accordance with FAA Advisory Circular AC 70/7460-1K. Where tower marking or lighting is required, dual lighting systems are preferred. Tower lighting systems shall meet the standards of FAA Advisory Circular AC 150/5245-43E.

Lighting equipment shall be the same throughout the system to permit commonality of spare parts.

Lighting control systems shall be mounted inside the equipment building and shall have alarm outputs for connecting to remote alarm systems. Alarm outputs shall be wired to the alarm terminal block at the site.

2.7.10 Ice Bridges

Ice bridges that are damaged or require maintenance shall match existing ice bridging installed between the communications shelter and the tower to support and protect transmission lines and other cables. The ice bridge may be self-supporting or it may be supported at 1 or both ends. Where the ice bridge is supported at both ends by the shelter and the tower, 1 of those supports must be electrically insulated to prevent the flow of lightning surge currents through the ice bridge.

2.8 Electrical

2.8.1 General

Electrical maintenance work for the shelter shall conform to all local codes, the National Electrical Code (NFPA 70), the National Electrical Safety Code, ANSI C2 and local utility company standards. All cable shall be labeled at both ends and equipment shall have unique equipment identification numbers. This numbering system shall be documented on the design drawings and as-built drawings. Service into the shelter and to other site equipment shall be underground in conduit.

2.8.2 Electrical System

All replaced electrical equipment shall be served by 1 of 3 buses:

- Critical (Red) Bus: Served by batteries and generator; radio, alarm system and other critical equipment
- Protected (Orange) Bus: Served by generator; HVAC, lighting, emergency lighting and microwave equipment and other peripheral equipment, equipment with its own backup battery power source
- Service (Ivory) Bus: Served by commercial power only; equipment, outdoor lighting and maintenance power receptacles that are not required for radio system operation. Circuits for service bus equipment or receptacles shall not be run in the same conduit or raceway with critical or protected circuits.

2.8.3 Surge Suppression

The service entrance and the emergency generator output shall each have independent, transient-voltage surge suppressors installed. Replacement surge suppression devices shall incorporate current technology and as a minimum should utilize metal oxide varistors (MOVs), gas tube devices and/or equivalent avalanche protection. These units shall have contact alarm and visual indication for device failure.

2.8.4 Raceways

Replacement conduit minimum size shall be 3/4 in or larger EMT or heavier construction. Conduits exposed to the outside shall be rigid, not EMT. Underground conduit shall be 4 in or larger rigid PVC with a minimum of 20% excess capacity over code limits, or, spare underground conduits shall be included.

2.8.5 Receptacles and Plugs

Replacement receptacles shall be 20-amp double duplex. Replacement receptacles shall be labeled with panel and circuit number.

2.8.6 Interior Lighting

Replacement fluorescent light fixtures shall be supplied with 0°F ballasts and low-mercury T8 tubes.

2.8.7 Building-Mounted Exterior Lighting

Replacement exterior lighting shall be High-Intensity Discharge (HID) with timers to automatically shut off lights within 15 minutes.

2.8.8 Exterior Lighting

Exterior lighting shall be replaced per the IESNA Lighting Handbook.

2.9 Backup Power Systems

2.9.1 Standby Generators

Replacement standby generators shall match the existing sizing for public safety and shall meet the requirements of a Class 72 (72 hr runtime), Type 60 (power restoration in 60 sec), Level 1 (failure could result in loss of human life) emergency power supply system (EPSS) as defined in NFPA 110

and the requirements of NFPA 70, Article 700. Generators shall be sized to serve 100 percent of existing electrical loads.

When required for maintenance or restoration work, the Contractor shall provide temporary generator power sized to meet the equipment load. It is the Contractors responsibility to provide fuel for constant uninterrupted run time during maintenance and restoration work.

2.9.1.2 Generator Installation

All electrical connections to the unit shall have a section of flexible conduit for vibration isolation. Generators shall have a drain with a plugged ball valve accessible from the outside of the enclosure for draining oil.

2.9.1.3 Automatic Transfer Switches (A.T.S.)

Replacement automatic transfer switches shall match existing and perform site load to generator transfer with an adjustable timer of 1 to 5 minutes. The transfer switch shall retransfer the site load to restored commercial power with an adjustable timer of 1 to 10 minutes followed by an adjustable 5 to 20 minute generator cool down before shut off. A make before break bypass switch shall be installed to disconnect the transfer switch and isolate it from the commercial AC power and all site load equipment.

2.9.1.4 Alarms

Replacement generators shall have all alarm points re-connected. The alarm functionality shall be tested in the presence of the PCWIN AND/OR PCITD Project manager.

2.9.1.5 Automatic Exercise

Replacement generators shall be programed to exercise on the same day and time as the replaced generator.

2.10 Grounding and Lightning Protection

All site grounding and surge protection maintenance work shall be in accordance with the National Electric Code and the grounding and surge protection requirements of Motorola R56.

2.11 Alarms

All replaced equipment shall have associated alarm points reconnected. The alarm functionality shall be tested in the presence of the PCWIN AND/OR PCITD Project manager.

END OF ATTACHMENT 2

EXHIBIT A – ATTACHMENT 3 (3 PAGES)

TOWER SITE INSPECTION CHECKLIST

To illustrate the scope of site inspection services performed under this Job Order Contract, Attachment 3 is provided. Attachment 3 is the Site Inspection Checklist. Attachment 3 is provided for contractors to document site inspection services which may be performed under a Contract.

Company Name/Logo			Company Address		
Tower/Site Inspection Report					
Job Site Information					
<u>Report Date:</u>		<u>Project:</u>		<u>Job Name:</u>	
<u>Site Address:</u>		<u>Lat / Long:</u>		<u>Elevation:</u>	
<u>Weather/Temp:</u>		<u>Low:</u> <u>High:</u>		<u>Report Completed By:</u>	
<u>Wind:</u>		<u>Dir:</u> <u>Speed:</u>			
Onsite Construction Management/Supervision					
Project Manager:		Company / Agency:		Contact Information: Email: Phone:	
Construction Manager:		Company / Agency:		Contact Information:	
Customer Personnel:		Company / Agency:		Contact Information: Email: Phone:	
Onsite Personnel					
<u>Name:</u>	<u>Company/ Agency:</u>	<u>Position / Title:</u>	<u>Name:</u>	<u>Company/ Agency:</u>	<u>Position / Title:</u>
Site Data					
<u>1. Type of shelter:</u>			<u>2. Type of tower:</u> <u>Painted:</u> <input type="checkbox"/> <u>Galvanized</u>		
<input type="checkbox"/> Build-in-place			<input type="checkbox"/> Self-support <u>Height:</u> <u># of Legs:</u>		
<input type="checkbox"/> Pre-fabricated			<input type="checkbox"/> Monopole <u>Height:</u>		
<input type="checkbox"/> Co-location			<input type="checkbox"/> Guyed <u>Height:</u> <u># of Guys:</u>		
<input type="checkbox"/> Other <u>Explain:</u>			<input type="checkbox"/> Rooftop/Mount <u>Type:</u> <u>Qty:</u>		
<u>3. Type/Number of antennas:</u>			<u>4. Tower Lighting System:</u> <u>Flashes 12-</u>		
<input type="checkbox"/> Microwave <u>Qty:</u>			<u>40 per minute:</u>		
<input type="checkbox"/> Omni <u>Qty:</u>			<input type="checkbox"/> Yes <input type="checkbox"/> Yes		
<input type="checkbox"/> Panel/Directional <u>Qty:</u>			<input type="checkbox"/> No <input type="checkbox"/> No		
<input type="checkbox"/> Other <u>Explain:</u>			<u>Notes:</u>		

15. Shelter Grounding System meets R56: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Notes:</u>	16. Overall Site Grounding System meets R56: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Notes:</u>
17. Service Equipment: <div style="text-align: right; padding-right: 20px;"><u>Present/Current:</u></div> Fire Extinguishers (X2) <input type="checkbox"/> Yes <input type="checkbox"/> No First Aid Kit <input type="checkbox"/> Yes <input type="checkbox"/> No Eye Wash Kit <input type="checkbox"/> Yes <input type="checkbox"/> No Battery Service Kit <input type="checkbox"/> Yes <input type="checkbox"/> No Phone Line <input type="checkbox"/> Yes <input type="checkbox"/> No HVAC Filters <input type="checkbox"/> Yes <input type="checkbox"/> No Battery Vents <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Notes:</u>	18. Generator: Make: Model: Size: Serial #: Fuel Type: Fuel Capacity/Current Level: Operation Hours: Date of Last Service: <u>Notes:</u>

Site Issues, Problems, Concerns, Minor Repairs, Corrective Action Taken

Notes From Above Sections:

END OF ATTACHMENT 2
END OF EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - GENERAL CONDITIONS (11 Pages)

ARTICLE 1 – DEFINITIONS

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning will be interpreted as follows:

Bid: The offer of the Bidder for the work when properly made out on forms containing the Bid for Lump Sum Construction supplied by County and properly submitted, signed and guaranteed.

Bid Documents: All Drawings, Technical Specifications, Supplementary General and/or General Conditions, Bid Schedule, Construction Contract and Bonds, and Contract Documents.

Bidder: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

Board: The Board of Supervisors, Pima County, Arizona, acting under authority of the laws of Arizona.

Building Code: The directions, provisions, and requirements contained in the current edition of the Building Codes, with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

Contract: The written Agreement between County and Contractor covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work.

Contract Bond: The approved form of security furnished by Contractor and its Surety as a guarantee on the part of Contractor to execute the work in accordance with the terms of the Contract.

Contractor: The party who undertakes to execute the work, acting directly or through an authorized lawful agent or employee.

Pima County: Pima County, Arizona, a body politic and corporate, the owner of the work.

Department: The Pima County Regional Flood Control District.

Director: The Pima County Department Director, an assistant or other representative duly authorized by a Department Director to act on their behalf.

Extra Work: Work, including materials, for which no price agreement is contained in the Contract and which is deemed necessary for the proper completion of the work.

Item: A detail of work for which separate payment is made.

Laboratory: The established laboratory of the Department or other laboratories authorized by County to test materials and work involved in the Contract.

Plans: The Contract drawings or exact representations thereof, which show the location, character, dimensions, and details of the work.

Project Manager, Engineer, or Architect: The person designated by County to oversee the project on its behalf.

Standard Specifications: The directions, provisions, and requirements contained in the current edition of the Pima Association of Governments Standard Specifications for Public Improvements, 2015 Edition with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the

method and manner of performing the work, quality and quantity of material to be furnished and measurement of payment of same.

Supplementary Agreement: A written agreement executed by Contractor and County covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement.

Supplementary General Conditions or Special Conditions: The Supplementary General Conditions or Special Conditions are additional to the General Conditions, which are conditions or requirements peculiar to the project under consideration.

Surety: The corporate body which is bound with and for Contractor, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

The Work: All of the work specified in the Contract.

ARTICLE 2 – RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

The existence and locations of underground utilities indicated on the plans are not guaranteed and will be investigated and verified in the field by Contractor before starting work. Excavations in the vicinity of existing structures and utilities will be carefully done by hand. Contractor will be held responsible for any damage to, and for maintenance and protection of existing utilities and structures.

County does not guarantee the existence and locations of underground utilities indicated on the plans and Contractor will investigate and verify the location of underground utilities in the field before starting work. Contractor will carefully perform excavations in the vicinity of existing structures and utilities. Contractor is responsible for any damage to, and for maintenance and protection of, existing utilities and structures. At least 2 full working days prior to commencing excavation, contractor must call blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

Contractor is fully responsible for costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and not all utilities may be shown. The possibility of conflicts with existing utilities –in-place exists. If conflicting utilities interfere with Contractor's normal progress toward completion of this project, County may, at its option, authorize Contractor to relocate said conflicting utilities by Force Account.

It is the responsibility of Contractor to contact the utility companies in order for them to determine if there is a need for any bracing or shoring of power to telephone poles during the construction of this project. If bracing or shoring is necessary, Contractor will affect this work to the satisfaction of the utility company. County will make no measurement or direct payment for bracing or shoring.

ARTICLE 3 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- A. Laws to be Observed -- Contractor is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless County and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by Contractor or by Contractor's employees.
- B. Permits and Licenses -- County will procure all County building permits, and sewer connection fees. Contractor will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.

- C. Sanitary Provisions -- Contractor will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- D. Public Convenience and Safety -- Contractor will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the Technical Specifications or Special Provisions.

- E. Barricades, Danger, Warning, and Detour Signs -- Contractor will at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to ensure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required will be considered as included and paid for in the contract prices for the work.

- F. Use of Explosives -- Prohibited

- G. Preservation and Restoration of Property -- Contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of Contractor, Contractor will restore such property at its own expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it will make good such damage or injury in an acceptable manner.

- H. Contractor's Responsibility for Work -- Until written final acceptance of the work by County, Contractor will have the charge and care thereof and will take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. Contractor will rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and will bear the expense thereof.

In case of the suspension of work for any cause whatever, Contractor will be responsible for all work and materials and will take proper care of the work, storing all materials if necessary, and will provide suitable drainage of the work and erect necessary temporary structures.

- I. Waiver of Legal Rights -- County will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by County or by any representative of County nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by County will operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

ARTICLE 4 – ACCIDENTS

Contractor will provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.

Contractor must promptly report in writing to County all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, Contractor will report the accident immediately by telephone or messenger to both County and the Board.

If any claim is made by anyone against Contractor or any subcontractor on account of any accident, Contractor will promptly report the facts in writing to County, giving full details of the claim.

ARTICLE 5 – RESERVED

ARTICLE 6 – DELAY

If the number of calendar days in Contractor's schedule plus the grace period specified in the above paragraph equals or exceeds the number of calendar days for completion stated in the solicitation, then the completion period will be as stated in the solicitation and there will be no grace period.

County and Contractor have agreed upon the Project scope, total price, and schedule for the performance of the work. The agreed schedule represents a firm commitment by Contractor and County to complete the work within the schedule identified in this Contract, as it may be adjusted from time to time.

County and Contractor understand that events may occur that delay or disrupt the schedule or require a change in the level of resources or effort. Therefore, the Contract may be adjusted as follows for Delays:

1. A delay in the work attributable to County is an excusable delay for which an adjustment may be made to the schedule. In any such case the schedule of the affected task or activity may be extended 1 day for each day of County-caused delay; provided, however, that if the County-caused delay overlaps a period of delay attributable to any other cause, the extension for County-caused delay is limited to the number of non-overlapped days of County-caused delay.
2. There is no adjustment for any Contractor-caused delay in the work, including time to repair or replace defective work. In the event of a significant Contractor-caused delay exceeding 2 workdays, Contractor will provide a recovery plan to County within 5 days of County's request.
3. A delay in the work attributable to any other cause, including strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the control of County or Contractor and that arises without the fault or negligence of either, is an excusable delay for which County and Contractor agree to negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date shall not be changed.
5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment therefor.

6. County and Contractor will negotiate an equitable adjustment of cost for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the work.

Contractor must submit claims for extension of time in writing to County for review and approval no later than 7 days after the initiation of that delay. In the case of a continuing cause of delay, only 1 claim is necessary.

County will grant approval of time extension for delays only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 21. Contractor's failure to maintain the daily logs in the manner described above will result in County's denial of the claim for time extension.

If Contractor has requested detail drawings and instructions as noted in Article 9, County will not approve a request for delay on account of County's failure to furnish drawings until 2 weeks after demand for such drawings.

ARTICLE 7 – EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS

The Contract documents are complementary, and what is called for by anyone will be as binding as if called for by all, and the most stringent requirement will apply. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class, or trade of the specifications will be supplied unless distinctly so noted on the drawings. Materials or work described in words that so applied have a well-known technical or trade meaning will be held to refer to such recognized standards.

ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS

County will furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

ARTICLE 9 – COPIES OF DRAWINGS FURNISHED

County will provide, at no cost to Contractor, 2 complete sets of code approved construction documents in non-reproducible form.

County will provide, at no cost to Contractor, 5 non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It will be Contractor's responsibility to ensure that any modifications called for as a result of the permit process are transferred to the bid sets.

Contractor may purchase additional sets of code-approved sets or bid sets construction documents, at its expense.

ARTICLE 10 – ORDER OF COMPLETION

Contractor will submit at such times as may be requested by County, schedules which will show the order in which Contractor proposes to carry on the work with dates at which Contractor will start the several parts of the work and estimated dates of completion of the several parts.

ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE

Contractor will keep 1 copy of code approved construction documents on the job site, in good order, available to County and to County's representatives. This set of documents will be kept current as to pending and approved changes in the work.

ARTICLE 12 – OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by County are the property of County. They are not to be used on other work and with the exception of the signed Contract set, and are to be returned to County on request, at the completion of the work. All models are the property of County.

ARTICLE 13 – CONTRACTOR'S UNDERSTANDING

Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of County, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise agreed, Contractor will provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise agreed, all materials will be new, and both workmanship and materials will be of good quality. Contractor will, if required, furnish satisfactory evidence as to the kind and quality of materials.

Contractor will at all times enforce strict discipline and good order among its employees and will not employ on the work any unfit person or anyone not skilled in the work that Contractor assigns to that person.

ARTICLE 15 – ROYALTIES AND PATENTS

Contractor will pay all royalties and license fees. Contractor will defend all suits or claims for infringement of any patent rights and will hold County harmless from loss on account thereof, except that County will be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if Contractor has information that the process or article specified is an infringement of a patent it will be responsible for such loss unless it promptly gives such information to County.

ARTICLE 16 – SURVEYS, PERMITS, AND REGULATIONS

County will furnish all property surveys unless otherwise specified. Contractor will secure and pay for permits and licenses of a temporary nature necessary for the prosecution of the work except as noted in Article 3.b. County will secure and pay for easements for permanent structures or permanent changes in existing facilities unless otherwise agreed.

Contractor will give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If Contractor observes that the drawings and specifications are at variance therewith, it will promptly notify County in writing, and any necessary changes will be adjusted as provided in the Contract for changes in the work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to County, it will bear all costs arising therefrom.

ARTICLE 17 – PROTECTION OF WORK AND PROPERTY

Contractor will continuously maintain adequate protection of all its work from damage and will protect County's property from injury or loss arising in connection with this Contract. It will make good any such damage, injury, or loss, except such as may be directly due to errors in the bid documents or caused by agents or employees of County. It will adequately protect adjacent property as provided by law and the bid documents. It will provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If an emergency should occur affecting the safety of life or the work or of adjoining property, Contractor, without special instruction or authorization from County, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and Contractor will so act, without appeal, if so instructed or authorized. Any compensation claimed by Contractor on account of emergency work will be determined by County.

Contractor is responsible for equipment, materials, and supplies until completion of the project and acceptance by County.

ARTICLE 18 – INSPECTION OF WORK

County representatives will at all times have access to the work wherever it is in preparation or progress and Contractor will provide proper facilities for such access and for inspection.

If the specifications, County's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, Contractor will give County timely notice of its readiness for inspection and if the inspection is by an authority other than County, of the date fixed for such inspection. Inspections by County will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of County, it must, if required by County, be uncovered for examination at Contractor's expense.

Re-examination of questioned work may be ordered by County and if so ordered the work must be uncovered by Contractor. If such work is found to be in accordance with the bid documents, County will pay the cost of re-examination and replacement. If such work is found not to be in accordance with the bid documents, Contractor will pay such cost.

ARTICLE 19 – SUPERINTENDENCE - SUPERVISION

Contractor will keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to County. The Superintendent will not be changed except with the consent of County, unless the Superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The Superintendent will represent Contractor in its absence and all directions given to it will be as binding as if given to Contractor. Contractor will give efficient supervision to the work using its best skill and attention.

If Contractor, in the course of the work, finds any discrepancy between the construction documents and the physical conditions of the locality, or any errors or omissions in the construction documents or in the layout as given by points and instructions, it will be its duty to immediately inform County, in writing, and County will promptly verify the same. Any work done after such discovery, until authorized, will be done at Contractor's risk.

Neither County nor Contractor, will employ an employee of the other without consent.

ARTICLE 20 – CHANGES IN THE WORK

In giving instructions, County will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless in pursuance of a written order by County and no claim for an addition to the Contract sum will be valid unless so ordered.

The value of any such extra work or change will be determined in 1 or more of the following ways:

1. By mutual acceptance of a lump sum, itemized and detailed with sufficient substantiating data, as requested by County, to permit evaluation.
2. By unit prices named in the Contract or subsequently agreed upon.
3. By cost and fixed fee.

If none of the above methods is agreed upon, Contractor, provided it receives an order as above, will proceed with the work. In such case and also under case (c), it will keep and present in such form as County may direct,

a correct account of the net cost of labor and materials, together with vouchers. In any case, County will certify to the amount, including allowance for overhead and profit, due to Contractor. Pending final determination of cost, payments on account of changes will be made on County's estimate.

The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, will not exceed the following limits for work by Contractor:

Overhead Limit: 10% of direct cost;

Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractor or a Sub Subcontractor, Contractor's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work.

Contractor's cost for additional work or changes requested by County which result in an approved extension of time to the contract will be limited to the cost of the extra work determined in 1 or more of the 3 ways described previously in this Article, and the actual wage or salary paid for the on-site job superintendent in direct employ of Contractor in performance of the work. This amount will be prorated to the actual amount of extra time approved and will only include the direct amount paid to the superintendent plus actual cost of all overhead items applicable to payroll for that position, such as insurance, taxes, FICA, worker's compensation, and unemployment taxes and benefits.

ARTICLE 21 – CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. The procedure will then be as provided for in Article 20 "Changes in the Work". No such claim will be valid unless so made.

ARTICLE 22 – DEDUCTIONS FOR UNCORRECTED WORK

If County deems it not expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price will be made therefor.

Contractor will promptly remove from the premises all materials condemned by County as failing to conform to the Contract, whether incorporated in the work or not, and Contractor will promptly replace and re-execute its own work in accordance with the Contract and without expense to County and will bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, County may remove them and may store the material at the expense of Contractor. If Contractor does not pay the expense of such removal within ten days' time thereafter, County may, upon ten day's written notice, sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by Contractor.

ARTICLE 23 – SUSPENSION OF WORK

County may at any time suspend the work, or any part thereof by giving 3 days' notice to Contractor in writing. When the reason for such suspension involves safety, health or welfare issues, the 3day written notice requirement may be waived at the decision of the County Management. Contractor will resume the work within 10 days after the date fixed in the written notice from County to Contractor to do so.

ARTICLE 24 –COUNTY'S RIGHT TO DO WORK

If Contractor neglects to prosecute the work properly or fails to perform any provision of this Contract, County may, after 3 days written notice to the Contractor, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

ARTICLE 25 –COUNTY'S RIGHT TO TERMINATE CONTRACT

If Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to subcontractors for material or labor, or persistently disregards laws, ordinances, or the instructions of County, or otherwise is guilty of a substantial violation of any provision of the contract, then County may, without prejudice to any other right or remedy and after giving Contractor 10 days written notice, terminate the employment of Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method County may deem expedient. In such case Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess will be paid to Contractor. If such expense exceeds such unpaid balance, Contractor will pay the difference to County. County will certify the expense incurred by County as herein provided, and the damage incurred through the Contractor's default.

ARTICLE 26 – REMOVAL OF EQUIPMENT

In any case of annulment or termination of this Contract before completion from any cause whatever, Contractor, if notified to do so by County, will promptly remove any part or all of its equipment and supplies from the property of County, failing which County will have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 27 – USE OF COMPLETED PORTIONS

County has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but such taking possession and use is not an acceptance of any work not completed in accordance with the Bid documents. If such prior use increases the cost of or delays the work, Contractor will be entitled to such extra compensation, or extension of time, or both, as County may determine.

ARTICLE 28 – PAYMENTS WITHHELD

County may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect County from loss because of:

1. Defective work not remedied.
2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
5. Damage to another Contractor.

When the above grounds are removed, payment will be made for amounts withheld because of them.

ARTICLE 29 – WARRANTY

Contractor will provide a written guarantee covering all costs for repair or replacement of defective work for a period of 2years (or longer if noted elsewhere in the construction documents) from substantial completion. Contractor will complete repair, or respond to County in writing with repair solution, within 72 hours of notification by County. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty.

ARTICLE 30 – LIENS

Neither the final payment nor any part of the retained percentage will become due until Contractor delivers to County a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information, the release and receipts include all the labor for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt

in full, furnish a bond satisfactory to County, to indemnify County against any lien. If any lien remains unsatisfied after all payments are made, Contractor will pay to County all monies that County may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 31 – RIGHTS OF VARIOUS INTERESTS

Wherever work being done by County's forces or other contractors is contiguous to work covered by this Contract the respective rights of the various interests involved will be established by the County to secure the completion of the various portions of the work in general harmony.

ARTICLE 32 – SEPARATE CONTRACTS

County reserves the right to let other contracts in connection with this work. Contractor will afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work with theirs.

If any part of Contractor's work depends upon proper execution or results of the work of any other Contractor, Contractor will inspect and its report will constitute an acceptance of the other contractor's work after the execution of its work.

To ensure the proper execution of its subsequent work, Contractor will measure work already in place and will at once report to County any discrepancy between the executed work and the drawings.

ARTICLE 33 – COUNTY'S STATUS

The County has general review of the work and has the authority to reject all work and materials that do not conform to the Contract.

ARTICLE 34 – CLAIMS AND DISPUTES

All claims, demands, disputes, controversies, and differences that arise between the parties hereto as result of or in connection with this Contract will be referred to County in writing with a request for review and response in accordance with this paragraph, which County will render in writing within a reasonable time.

Contractor will deliver written notice of each such claim, demand, dispute, controversy, or difference to County within 15 days of the occurrence of the event giving rise thereto and written supporting data will be submitted to County within 45 days of such occurrence unless County specifies a different period of time in writing to Contractor. The submission to County with respect to any such claim, demand, dispute, controversy, or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy, or difference.

If either County or Contractor is dissatisfied with any decision of County and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

ARTICLE 35 – CLEANING UP

Contractor will, as directed by County, remove from County's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.

ARTICLE 36 – RESERVED

ARTICLE 37 – ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The County Department of Conservation Lands and Resources will determine prior to construction (other than emergencies) any special site

monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, County, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to County. No monetary compensation will be made to Contractor for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

ARTICLE 38 – RESERVED

ARTICLE 39 – RESERVED

ARTICLE 40 – HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should Contractor uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice will be served immediately to the County Project Manager, and all work surrounding said materials or substances will be ceased until directed to proceed. Construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this contract does not otherwise require the services of a Hazardous Materials Contractor, abatement of such materials will be provided by County, at its expense and independent of this contract.

If this Contract already employs the services of a Hazardous Materials Contractor, the cost to abate any such additional materials will be added to the contract as Additional Services, in accordance with the provisions of Article 21 "Claims for Cost of Additional Work", and time extensions granted in accordance with the provisions of Article 6 "Delays".

ARTICLE 41 – WASTE DISPOSAL FACILITIES

Contractor will legally dispose of all construction debris in appropriate County operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the Contract Specifications, this provision applies.

ARTICLE 42 – AS-BUILT DRAWINGS

Contractor will keep an accurate record of all changes and deviations from the Project Plans and Specifications and submit to County 1 set of "As-Built" drawings including dimension, location of underground utilities, etc., upon completion of the work. As-Built drawings will be drawn and submitted in such a format as prescribed by County.

ARTICLE 43 – RESERVED

END EXHIBIT B - GENERAL CONDITIONS

EXHIBIT C (12 Pages)
SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT

ARTICLE 1 – OVERVIEW AND DEFINITIONS

- A. Overview of Job Order Contracting Arrangement – This Agreement establishes a Multiple-Award, indefinite quantity, job order contracting Arrangement for such construction services within the scope of this Agreement as County may request from time to time by issuance of an individual Job Order Contract for each Project.

The Contract Price for each Job Order shall not exceed \$250,000.00, including any Change Orders.

There is no limit on the number of Job Orders County may issue to any Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

Generally, a Contractor may not refuse to quote any Job Order under this Agreement properly issued by County, unless Contractor can legitimately claim the scope of work is poorly defined, hazardous to health or safety, outside the bounds of the intended use of this Agreement, or the Contractor does not have the capacity to accept the Job Order and begin work in a timely manner.

County shall have the right to perform work of the types included in this Agreement itself or to have other contractors perform such work.

- B. **Definitions** – The following terms will have the following meanings when used in the Agreement. Other terms may be defined elsewhere in the Documents. Terms not defined in the Agreement shall have their ordinary meaning within the usage of the trade. The presence or absence of initial capitals does not indicate a change in meaning.

“Alternatives Analysis” means assessment of alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets County requirements.

“Contract Price” means the price to be paid for the Work (and for Pre-Construction Services, if any) as specified in the Job Order. The Contract Price shall be a fixed, lump sum price, or a Not-to-Exceed Guaranteed Maximum Price, based on the Contractor’s accepted quotation.

“Contract Time” means the time for performance of the Work under a Job Order as specified in the Job Order commencing with the Start Date and ending with Final Completion Date set forth in the Job Order, as modified.

“Critical Path Method (CPM)” is a scheduling technique which identifies the logical sequence of the activities occurring in a construction project, the anticipated time required to complete each activity in the project, and the activities that must be completed on schedule to finish the project within the anticipated time. Typically, activities are arrayed in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

“Critical Path” means that sequence of dependent activities in a project that will take the longest time to complete. Any delay in the completion of any of these activities may extend the Substantial Completion date.

“Day” means calendar day unless specifically provided otherwise or required by law.

“Design Professional (DP)” means, as to a Job Order, the person, if any, who will perform Design Services relating to the Work under the Job Order and who is designated as the Design Professional in the Job Order.

“Drawings and Specifications” means, as to a Job Order, the drawings and specifications, if any, attached to the Job Order and specifications included in the Job Order Contract Documents. The Drawings and

Specifications set forth the requirements for construction of the Project. Where there are no drawings and specifications for the Work prepared by a Design Professional, County will deliver to the Contractor line drawings and/or a written description of the Work and, in each such case, the line drawings and/or the written description shall be deemed the drawings for the Work for that Job Order for all purposes.

“Final Completion Date” means, as to a Job Order, the date by which Contractor shall have completed all Work under a Job Order, including, without limitation, all deficiency, correction and incomplete items (Punch List).

“Job Order” means the Contract for a Project executed by County under this Agreement, as it may be modified by Change Orders, if any, relating to the Project under the Job Order.

“Minor Change” means a change in the Work having no impact on cost or time or the County’s approved design intent, as determined by County.

“Notice to Proceed” means written notice given by County to the Contractor fixing the date on which the Contractor will start to perform the Work under that Job Order. The start date will be the Start Date stated in the Job Order.

“Plans and Specifications” means the plans and specifications upon which the Job Order’s price proposal is based.

“Pre-Construction Services” means the performance under a Job Order requiring such services of alternatives analysis, cost or schedule estimating, value engineering, constructability or other design reviews or consultation in the review of a County or third-party design prepared by a County-provided design professional.

“Project” means each project of County as to which some or all of the work is to be performed under a Job Order.

“Qualifications/Proposals Documents” means the Solicitation for Qualifications issued by County for this Job Order Contract, all Addenda thereto, and all information and documents submitted by Contractor relating thereto including, without limitation, Contractor’s submission of formal sealed qualifications, and also including, without limitation, the subcontractor management plan submitted by the Contractor. It also includes all other qualifications/proposals documents: that is all documents and materials delivered by County to Contractor in connection with Contractor’s submission of qualifications and submission of a proposal for the contract.

“Sales Taxes” - Sales taxes are deemed to include all sales, use, excise, consumer, franchise, and other taxes which are legally enacted when negotiations of a Job Order Contract Price are concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

“Schedule of Values (SOV)” A spreadsheet with estimated costs organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the Contractor’s construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable. The SOV may be output from the Project Schedule if the Project Schedule is cost-loaded.

“Start Date” means, as to a Job Order, the date specified in the Notice to Proceed for that Job Order for Contractor to begin the Work.

“Subcontractor” means a subcontractor of the Contractor for any of the Work included in a Job Order or any subcontractor at any tier of such a subcontractor.

“Substantial Completion” means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that County can occupy and use the Project or a portion thereof for its intended purposes. The

conditions of Substantial Completion that apply to a specific Job Order will be listed in the Notice to Proceed Letter for that Job Order.

"Supplier" means a person providing materials, supplies or equipment to be included in the Work to Contractor or any Subcontractor.

"Technical Specifications" means the general provisions and the detailed specifications prescribed by County describing the materials and performance required for each individual Job Order.

"Work" and **"Work (Construction)"** mean all labor, materials, supplies, tools, equipment, transportation, site cleanup, storage and disposal of construction debris, supervision, management, overhead and profit, bonds, insurance, licenses and permits, taxes, intellectual property royalty and license fees, all other activities and items required to perform the Work under a Job Order as described in the Scope of Work in the Job Order. Work does not include Pre-Construction Services in connection with a Job Order.

ARTICLE 2 – JOB ORDER DEVELOPMENT

The steps for development of a Job Order and Quotation will generally be the following:

1. For Projects estimated under \$50,000.00, and during emergency situations County will notify the selected Contractor of a new Project and may or may not schedule a site visit to explain and discuss the project. Design documents, if any, will be provided to the Contractor by the time of the site visit. Once the parties agree on the scope of the project, County will memorialize the agreement in a Job Order and deliver it to Contractor who shall have 5 working days, unless a shorter period is specified in the Job Order, to commence construction. Unless otherwise specified by County, issuance of the Job Order shall constitute Notice to Proceed. In the event of an emergency, the requirement that a Job Order Contract be in place prior to the initiation of work is waived. During such an emergency, a Contractor may be contacted and given instructions by a County Project Manager to perform the work immediately without an approved Job Order. It is understood that the County will prepare a Job Order as soon as practicable following said instructions.
2. For Projects estimated at \$50,000.00 or greater, the County will notify all Job Order Contractors under contract to County. The request shall advise all Contractors of the nature of the Work to be done and include the selection criteria and methodologies County will use to make the "best value" decision. Criteria could include lowest bid, lowest bid meeting schedule, best cost alternative(s), etc. The request letter may also include an estimate of the total dollars the County has budgeted for the Job. Contractor shall be provided an opportunity to ask questions, seek clarification and/or inspect the site, if requested. Alternatively, the County may identify in the request the date and time for a meeting or site visit to explain and discuss the Work and further refine the scope of the project. Design documents, if any, may be provided in advance or at the meeting or site visit.
3. Upon establishment of the scope of the needed Project, each Contractor interested in performing the Job Order shall prepare its proposal for accomplishment of the Project utilizing the Contractor's best estimating practices to develop a fixed, lump sum or not-to-exceed Guaranteed Maximum Contract Price to complete the Work, including any additional Pre-Construction Services (if necessary). See Article 3 for a description of required proposal items. Quotes will be in letter format including an attached table listing major construction components (i.e., Mobilization, grade control structures, soil cement bank protection, excavation, clearing/grubbing, subgrade prep., etc.) with quantities, unit cost, total cost as columns in the table. The time for submittal of proposals for individual Projects shall not exceed 7 working days unless approved by the County.
4. County shall review each Contractor's proposal and may either accept the proposals or negotiate modifications to the proposals until such time the County is satisfied with each of the proposals. Such negotiations shall be limited to value alternatives of costs less than 20% of the original quotation price. Scope modifications or value alternatives that are equal to or greater than 20% shall require County to modify the original request and rebid to the benefit of all interested Contractors under this Contract.
5. The Job Order will then be issued by County to the Job Order Contractor that submitted the best quotation (including schedule and/or value engineering alternatives), as measured by the criteria in the request for

quotation. Past performance on earlier Job Orders, including past performance on cost or price control, may be used to determine award of future Job Orders. Quotations must be reasonably prepared, accurately describing the work including the types of materials used, quantities and other cost elements. In the instance the quotation is deemed to be unreasonable or inaccurate, the Project Manager can exercise the option to reject the bid (even if it is the lower bid) or request a revised quotation. An alternative Contractor will be chosen for the work.

6. Upon issuance of each Job Order by County, the Job Order Contract will be binding upon the Contractor and County. A Job Order is considered "issued" when delivered to the Contractor or sent by facsimile copy, in which case the Job Order will be "issued" when sent to Contractor's fax number and County's fax machine prints an acknowledgement of receipt or County.

ARTICLE 3 – JOB ORDER PROPOSAL CONTENT

Although specific Job Orders will vary, the content of Job Order proposals provided by each Contractor under this contract will generally include the following:

1. The description of the Scope of the Work;
2. The duration of the work, including CPM schedule (if required);
3. The Contract Price for Work (Construction), including prices for various proposed alternatives;
4. The Contract Price of Pre-Construction Services by Contractor (if any);
5. The name of the Contractor Representative for the Project;
6. The Drawings and Specifications (if any) used to prepare the quotation;
7. Any assumptions or exclusions that qualify the Contractor's price, including how many days the proposal is valid for;
8. A risk analysis of the project that identifies potential risks to the cost or schedule, or other items which the Owner may need to be informed of that will impact a successful outcome;
9. If any Shop Drawings, Product Data and/or Samples are required for the Job Order, the date for delivery of each required item;
10. A statement of which, if any, of the following are required: Preconstruction Conference, Weekly Progress Meetings, Field Office, Storage Enclosure, Materials and Equipment Handling Facility, Submittals, Shop Drawings, Product Data, Equipment List, Samples, Project Manual, Schedule of Values, Construction Progress Schedule, Narrative Reports, Progress Report, Progress Charts, Progress Photographs, Materials Status Report, Construction Diagram, Construction Status Report, Operation and Maintenance Data, Operating Maintenance Instructions and Parts List, and As-Built Drawings.

Each Job Order will be interpreted to include all items reasonably necessary to complete the Project as described in the Scope of the Work of the Job Order. All Work shall be performed in a professional manner and all materials used shall be new, of the highest quality and of the type best adapted to their purpose, unless otherwise specified.

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ARTICLE 4 – JOB ORDER NEGOTIATION

- A. Job Order Pricing – The Contract Price shall include all costs, including overhead, pre-construction, mobilization, indirect costs, etc., incidental to performing the work and completing the job order and with the exception of any changes in the scope of work as directed by the Owner as defined by **Article 6**, no additional payments will be made.
- B. Pre-Construction Services (if any) – If Contractor is providing Pre-Construction Services, the proposal must be supported by documentation to establish that adequate involvement by Contractor in the planning, engineering and design work will be performed to satisfy the requirements of the project. Required services may include (but are not limited to) constructability reviews, materials recommendations, alternatives analysis, development of cost and schedule estimates and tradeoffs, and similar services.

ARTICLE 5 – JOB ORDER MANAGEMENT

- A. Planning, Scheduling, Monitoring – Planning, scheduling and progress monitoring are essential functions of Contractor. If required by the Job Order, after the issuance of the Job Order Contractor shall prepare and submit to County a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The format of the Schedule of Values shall be as specified by County. In addition, if required by the Job Order, Contractor shall submit a CPM-based Construction Schedule that shall be maintained and updated for the duration of the project.

1. Project Management

Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work under each Job Order with such diligence as to maintain a steady rate of progress or, if there is a Construction Progress Schedule, the rate of progress indicated on the Construction Progress Schedule, to prevent work stoppage, and to ensure completion of the Project under each Job Order within the Contract Time.

2. Daily Log

Contractor shall maintain a Daily Log of construction activities using a form approved by County. Contractor shall include in the log all significant issues or problems affecting progress and completion of any Job Order.

If required in a Job Order, Contractor shall provide copies of the entries in the Daily Log to County no later than the morning of the next business day. The Daily Log does not constitute written notice to the County when such notice is required by the Contract.

3. Progress Schedule and Float

If Contractor submits an original or updated schedule which shows the Work under a Job Order and/or individual milestone(s) completing earlier than required by the adjusted Final Completion Date in the Job Order, the differences between the forecasted early completion and the required Final Completion Date shall be considered Project-owned float available for use by both County and Contractor.

B. Reporting

1. Monthly Reporting

If required by the Job Order, on the last business day of each calendar month, Contractor will deliver to the County a Monthly Narrative Report. The Report shall include a description of all current, issued, and in process Job Orders, the status of each and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action(s) taken or proposed.

The Report shall include for each job order the Start Date, the Final Completion Date, and, for Job Orders with more than 60 days between such dates, either (A) the current Progress Schedule for the Project, or (B) the date by which Contractor is to submit a proposed Progress Schedule for approval by County.

If the Project under any Job Order is behind schedule in any month, Contractor's Narrative Report shall indicate precisely what measures it will take in the next thirty days to put the Work back on schedule.

If requested by County, Contractor shall meet with County to review the monthly Update Report and to discuss any issues.

2. Contractor Responsibility

To the extent required in the Job Order for the Project, Contractor shall be responsible to prepare, submit and maintain the daily log, CPM schedules and Narrative Reports indicated above; failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain logs, schedules reports shall be solely Contractor's responsibility and shall not be charged to County.

ARTICLE 6 – CHANGES AND CHANGED CONDITIONS

- A. Owner Directed Changes in the Scope of Work – By written directive at any time, County may make any changes within the general scope of the Work under a Job Order or issue additional instructions, require additional or modified Work or direct deletion of Work. Contractor shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the County in the form of a completed and executed Change Order. If Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this article, Contractor waives all rights or claims Contractor may have as a result of the change. The County's right to make changes shall not invalidate the Agreement or Job Order Contract Documents or relieve Contractor of any liability. Any requirement of notice of change to the Surety shall be the responsibility of Contractor.

ARTICLE 7 – DELAYS AND TIME EXTENSIONS

- A. Demonstration of Delay – It is agreed that no time extensions shall be granted nor delay damages paid by County unless the delay can be clearly demonstrated by Contractor on the basis of the updated Critical Path Schedule, cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of the Work or other reasonable means.
- B. Application of Float – Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Final Completion Date. Since float time within the construction schedule is jointly owned, it is acknowledged that County-caused delays on the Project may be offset by County-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.).
- C. In such an event, Contractor shall not be entitled to receive a time extension or delay damages until all County-caused time savings are exceeded and the Final Completion Date or milestone date is also exceeded.

ARTICLE 8 – PERFORMANCE MEASUREMENT

- A. Performance Assessment – Promptly after final completion of the Work under each Job Order, County will complete a written evaluation of Contractor's performance of the Work. The evaluation shall consist of completion by County of the Performance Quality Evaluation Form attached as **Attachment 1** to these **SPECIAL CONDITIONS**.

- B. Feedback – The completed Performance Evaluation will be shared with Contractor as a means of providing feedback regarding Contractor's cost, schedule and quality performance. Contractor may submit additional information, comment, recommendations or rebuttal for association with the Performance Evaluation.
- C. Comparative Assessment – Contractor's cost, schedule and quality performance of Job Orders under this Contract will be compared periodically to the performance of other like-situated Contractors. The results of these comparisons will be provided to Contractor.
Contractor understands that these assessments will necessarily involve significant subjectivity. Contractor agrees to this process and agrees further that the application of subjectivity in these assessments shall not form the basis for any claim or cause of action of any form whatsoever.
- D. Consideration of Renewal – Contractor's record of cost, schedule and quality performance and comparative assessments shall be significant considerations in the County's determination whether to renew Contractor's participation in the Agreement. Contractor agrees that any determination by County not to renew its participation based on performance will be at the sole discretion of County.

ARTICLE 9 – SUBCONTRACTORS

- A. Subcontractor Selection – Contractor will select Subcontractors in accordance with the Subcontractor Selection Plan incorporated into this Contract by reference.
- B. Subcontracts
 - 1. Contractor agrees to deliver to each Subcontractor and to cause each Subcontractor to deliver to each sub-subcontractor a copy of this Agreement and the Job Order Contract Documents relating to the Work of the Subcontractor or sub-subcontractor. Contractor agrees to include in its contract with each Subcontractor all provisions of the Agreement and Job Order documents required to be included in those contracts and to cause its Subcontractors to include the same provisions in their contracts with their sub-subcontractors at all tiers.
 - 2. Each Subcontract, or other Agreement, with any subcontractor for any job order shall include the address or location of the work.
- C. Assignment Upon Termination – Contractor hereby assigns to County (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work under each Job Order, which assignment will be effective upon termination of the Contract by the County and only as to those subcontracts and purchase orders which the County assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by Contractor to the County and its assigns. Such assignment is part of the consideration to County for entering into the Contract with Contractor and may not be withdrawn prior to final completion of the Work under each Job Order.

ARTICLE 10 – TERMINATION FOR CAUSE

Anything in the Contract Documents to the contrary notwithstanding, any termination of this Agreement shall automatically terminate all Job Orders as to which the Work is not complete, except that upon any termination of this Contract, County may elect by written notification to Contractor to continue in effect any or all then uncompleted Job Orders in which event this Agreement shall continue in effect as to each continued Job Order and shall terminate upon completion of the last such Job Order.

Anything in the Agreement to the contrary notwithstanding, (i) all indemnification provisions, reimbursement provisions and payment provisions shall survive termination of this Agreement under this Article and shall continue in effect indefinitely without termination, and (ii) all guarantee and warranty provisions and all provisions in the Agreement Documents requiring Contractor to correct any Work not in accordance with the relevant Job Order Documents shall not terminate upon termination of this Agreement and shall continue in effect thereafter in accordance with the terms of each such provision.

- A. Cause for Termination – In addition to the termination rights of the County in **ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT** of the Agreement between County and Contractor, the County may terminate any or all Job Orders and/or the overall Job Order Agreement at the election of County, upon the occurrence of any 1 or more of the following events:
1. If Contractor refuses or fails to prosecute the Work under any Job Order with such diligence as will ensure its completion within the Contract Time for that Job Order; or if the Contractor fails to complete the Work under any Job Order within the Contract Time for that Job Order;
 2. If Contractor or any of its key Subcontractors under any Job Order is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if Contractor or any of its key Subcontractors under any Job Order or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning Contractor or any of its key Subcontractors under any Job Order, or if a trustee or receiver is appointed for Contractor or any of its key Subcontractors under any Job Order or for any of Contractor's property on account of Contractor or a key Subcontractor under any Job Order, and, in each case, Contractor or its successor in interest or its respective key Subcontractor under any Job Order does not provide reasonably adequate assurance of future performance in accordance with the Contract Documents within 10 days after receipt of a request for assurance from the County;
 3. If Contractor persistently fails to supply sufficient skilled workmen or suitable materials or equipment for the Work under any Job Order;
 4. If, as to any Job Order, Contractor fails to make prompt payments to Subcontractors or Suppliers at any tier, or for labor, materials or equipment;
 5. If Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;
 6. If, as to any Job Order, Contractor fails to follow any reasonable instructions by the County, which are consistent with the Construction Documents;
 7. If, as to any Job Order, Contractor performs Work which deviates from the Job Order Documents and neglects or refuses to correct rejected Work; or
 8. If, as to any Job Order, Contractor otherwise violates in any material way any provisions or requirements of this Agreement or any Job Order Contract Documents.
- B. Notice and Cure Period – If County determines that 1 or more events of default described in **Article 10(A)** has occurred, the County may elect to terminate any or all Job Orders and/or terminate Contractor's participation in the overall Agreement. To do this, the County must first give Contractor and its Surety written notice of the events of default ("**Notice of Default**") and allow Contractor and its Surety 10 calendar days to cure the events of default. If the events of default are not cured within the 10 calendar days, County may terminate any or all Job Orders and/or terminate Contractor's participation in the overall Agreement by written notice to Contractor and its Surety.
- C. Completion of Terminated Work
1. If any Job Order or participation in the Agreement is terminated, County may take over the Work under terminated Job Orders and prosecute them to completion, by contract or otherwise, and may exclude Contractor from the sites. The County may take possession of the Work under the terminated Job Orders and of all of Contractor's tools, appliances, construction equipment, machinery, supplies and plant which may be on the site of the Work for each terminated Job Order, and use the same to the full extent they could be used by Contractor, all without liability to Contractor.

In exercising the County's right to prosecute the completion of the Work, the County may also take possession of all materials and equipment stored at the site or for which the County has paid Contractor

but which are stored elsewhere. The County may use the foregoing items to finish the Work as the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

2. If any Job Order is terminated, the County may demand that Contractor's surety take over and complete the Work under the Job Order. The County may require that in so doing, the Contractor's surety not utilize Contractor in performing the Work. Upon the failure or refusal of Contractor's surety to take over and begin completion of the Work within 20 days after the demand, the County may take over the Work and prosecute it to completion as provided above.
3. As to any terminated Job Order, County shall have the option of requiring any, all or none of the Subcontractors and Sub-subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.
4. If County takes over the Work under any terminated Job Order, unexecuted orders entered into by Contractor for performance of any part of the Work will be effective upon acceptance by County in writing and only as to those subcontracts and purchase orders which the County designates in writing.

D. Payment for Terminated Work

1. If, as to any terminated Job Order, the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work and all County damages including, without limitation, liquidated damages and compensation for additional professional and Contractor services ("**County's Termination Costs**"), such excess shall be used to pay Contractor for the Work it performed and for which Contractor has not been paid previously and the amount shall be determined using the Tasks, Unit Prices, Coefficients, and Other Tasks and Other Prices included in the Job Order. If, as to any terminated Job Order, the County's Termination Costs exceed the unpaid balance of the Contract Price, Contractor shall immediately upon demand pay the difference to the County or the County may set off the amount against any other amounts owing to Contractor for any cause whatsoever, whether current or future.
2. In exercising the County's right to prosecute the completion of the Work under any terminated Job Order, the County shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs to be incurred in completing the Work, and the County shall not be required to obtain the lowest figure for Work performed in completing the Project. If the County holds a competitive procurement for remedial Work or completion of the Work under a terminated Job Order, Contractor shall not be eligible for the award of such contracts.
2. Contractor shall be liable for any damage to the County resulting from the termination or from Contractor's refusal or failure to complete the Work under any terminated Job Order and for all costs necessary for repair and completion of the Project under each terminated Job Order over and beyond the Contract Price. Contractor shall be liable for all legal fees and costs required to enforce the provisions of the Agreement and/or Job Order Documents.

E. Nonexclusive Remedies – In the event any Job Order or Contractor's participation in the Agreement is terminated, the termination shall not affect any other rights of the County against Contractor. The rights and remedies of County under this **Article 10** are in addition to any other rights and remedies provided by law or under the Agreement or Job Order Contract Documents. Any retention or payment of monies to Contractor by County will not release Contractor from liability.

F. Erroneous Termination for Cause – If any Job Order or participation in the overall Agreement is terminated under this **Article 10**, and it is determined for any reason that there was no default under **Article 10**, the termination shall be deemed a Termination for Convenience of the County.

ARTICLE 11 – TERMINATION FOR CONVENIENCE OF THE County

The County, by written notice to Contractor, may terminate any Job Order or the overall Agreement in whole or in part if sufficient appropriated or other funds are not available or the County determines, in the sole discretion of the County, that such termination is in the County's best interest. In such case, Contractor shall be paid for all Work under each Job Order for which Contractor has not been paid previously. Contractor shall also be paid reasonable termination expenses. In no event shall such payments as to any Job Order, exclusive of termination expenses, exceed the total Contract Price for the Job Order as reduced by payments previously made to Contractor and as further reduced by the value of the Work as yet not completed. Since profit and overhead are built into the Contract Price for each Job Order, Contractor shall not be entitled any additional profit or overhead on Work performed and in addition, Contractor shall not be entitled to any profit or overhead on Work not performed.

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ATTACHMENT 1 TO EXHIBIT C (2 Pages)

PERFORMANCE EVALUATION FORM

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PERFORMANCE EVALUATION (CONSTRUCTION)		1. CONTRACT NUMBER 2. CEC NUMBER	
IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse.			
PART I - GENERAL CONTRACT DATA			
3. TYPE OF EVALUATION (X one) <input type="checkbox"/> INTERIM (List percentage _____%) <input type="checkbox"/> FINAL <input type="checkbox"/> AMENDED		4. TERMINATED FOR DEFAULT <input type="checkbox"/>	
5. CONTRACTOR (Name, Address, and ZIP Code) 		6.a. PROCUREMENT METHOD (X one) <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED b. TYPE OF CONTRACT (X one) <input type="checkbox"/> FIRM FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER (Specify)	
7. DESCRIPTION AND LOCATION OF WORK			
8. TYPE AND PERCENT OF SUBCONTRACTING			
9. FISCAL DATA	a. AMOUNT OF BASIC CONTRACT \$	b. TOTAL AMOUNT OF MODIFICATIONS \$	c. LIQUIDATED DAMAGES ASSESSED \$
10. SIGNIFICANT DATES	a. DATE OF AWARD	b. ORIGINAL CONTRACT COMPLETION DATE	c. REVISED CONTRACT COMPLETION DATE
PART II - PERFORMANCE EVALUATION OF CONTRACTOR			
11. OVERALL RATING (X appropriate block) <input type="checkbox"/> OUTSTANDING <input type="checkbox"/> ABOVE AVERAGE <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> MARGINAL <input type="checkbox"/> UNSATISFACTORY (Explain in Item 20 on reverse)			
12. EVALUATED BY a. ORGANIZATION (Name and Address (Include ZIP Code))		b. TELEPHONE NUMBER (Include Area Code)	
c. NAME AND TITLE		d. SIGNATURE	
e. DATE			
13. EVALUATION REVIEWED BY a. ORGANIZATION (Name and Address (Include ZIP Code))		b. TELEPHONE NUMBER (Include Area Code)	
c. NAME AND TITLE		d. SIGNATURE	
e. DATE			
14. AGENCY USE (Distribution, etc.)			

DD FORM 2626, JUN 94

EXCEPTION TO SF 1420 APPROVED BY GSA/IRMS 6-94
Adobe Professional 7.0

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PART III - EVALUATION OF PERFORMANCE ELEMENTS

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL							16. EFFECTIVENESS OF MANAGEMENT						
N/A	O	A	S	M	U	N/A	O	A	S	M	U		
a. QUALITY OF WORKMANSHIP						a. COOPERATION AND RESPONSIVENESS							
b. ADEQUACY OF THE CQC PLAN						b. MANAGEMENT OF RESOURCES/ PERSONNEL							
c. IMPLEMENTATION OF THE CQC PLAN						c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)							
d. QUALITY OF QC DOCUMENTATION						d. ADEQUACY OF SITE CLEAN-UP							
e. STORAGE OF MATERIALS						e. EFFECTIVENESS OF JOB-SITE SUPERVISION							
f. ADEQUACY OF MATERIALS						f. COMPLIANCE WITH LAWS AND REGULATIONS							
g. ADEQUACY OF SUBMITTALS						g. PROFESSIONAL CONDUCT							
h. ADEQUACY OF QC TESTING						h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES							
i. ADEQUACY OF AS-BUILTS						i. IMPLEMENTATION OF SUBCONTRACTING PLAN							
j. USE OF SPECIFIED MATERIALS													
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER													
17. TIMELY PERFORMANCE						18. COMPLIANCE WITH LABOR STANDARDS							
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE						a. CORRECTION OF NOTED DEFICIENCIES							
b. ADHERENCE TO APPROVED SCHEDULE						b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED							
c. RESOLUTION OF DELAYS						c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS							
d. SUBMISSION OF REQUIRED DOCUMENTATION													
e. COMPLETION OF PUNCHLIST ITEMS						19. COMPLIANCE WITH SAFETY STANDARDS							
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES						a. ADEQUACY OF SAFETY PLAN							
g. WARRANTY RESPONSE						b. IMPLEMENTATION OF SAFETY PLAN							
						c. CORRECTION OF NOTED DEFICIENCIES							
20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)													

DD FORM 2626 (BACK), JUN 94

END ATTACHMENT 1 TO EXHIBIT C – PERFORMANCE EVALUATION FORM

END EXHIBIT C – SPECIAL CONDITIONS- MULTIPLE AWARD JOB ORDER CONTRACTS

EXHIBIT D (3 Pages)
SUPPLEMENTAL PROVISIONS FOR FEDERAL-AID
CONSTRUCTION CONTRACTS

These provisions apply only to work subject to Federal-Aid. A copy of this Exhibit D and a current Wage Determination shall be attached to the Job Order for any federally funded project. Current wage determinations may be found at <https://sam.gov/wage-determinations>.

ARTICLE 1 – DAVIS BACON ACT WAGE DETERMINATION

Contractor shall pay wages in accordance with the most current Davis Bacon rates in effect in Pima County, Arizona at the time the Job Order is negotiated. Contractor shall provide to County at the time of Job Order negotiation, an adjustment to each of the unit prices for the line items that require payment Davis-Bacon wages. Contractor shall include a copy of the most recent Davis-Bacon Wage Determination in their proposal for incorporation into the Job Order's terms and conditions. The most current Davis-Bacon Act Wage Determinations may be found online at <https://sam.gov/wage-determinations>.

ARTICLE 2 – SUBCONTRACTORS

In addition to the requirements set forth in Article 10 of the Job Order Contract, Contractor shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

ARTICLE 3 – INDEMNIFICATION

To the fullest extent permitted by law, Contractor will indemnify and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of Contractor, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of County, its officers, employees, agents or indemnitees.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with State statute will be interpreted and applied as if it were consistent with State statute.

Upon request, Contractor may fully indemnify and hold harmless any private property owner granting a right of entry to Contractor for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County, their agents, employees or indemnitees.

ARTICLE 4 – OWNERSHIP OF DOCUMENTS

In addition to the requirements set forth in Article 24 of the Job Order Contract, The Granting Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement or any subcontract; and (b) Any rights of copyright to which Contractor or County acquires ownership under this Agreement.

ARTICLE 5 – BOOKS AND RECORDS

In addition to the requirements set forth in Article 25 of the Job Order Contract, Contractor shall also keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by the Granting Agency and the Comptroller General of the United States.

ARTICLE 6 – CHANGED CONDITIONS

(1) Differing site conditions.

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, County will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. County will notify Contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice.
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) Suspensions of work ordered by County.

- (i) If the performance of all or any portion of the work is suspended or delayed by County in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, Contractor shall submit to County in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (ii) Upon receipt, County will evaluate Contractor's request. If County agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, County will make an adjustment (excluding profit) and modify the contract in writing accordingly. Contractor will be notified of County's determination whether or not an adjustment of the Contract is warranted.
- (iii) No contract adjustment will be allowed unless Contractor has submitted the request for adjustment within the time prescribed.
- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

(3) Significant changes in the character of work.

- (i) County reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and Contractor agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed

upon, then an adjustment will be made either for or against Contractor in such amount as County may determine to be fair and equitable.

- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
 - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (B) When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

END EXHIBIT D - SUPPLEMENTAL PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick J. O'Neill

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations where required by written contract with the Named Insured.	Any location where you perform work for such additional insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclu-

sions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on new "residential property".	Any location where you perform work for such additional insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
All persons or organizations where required by written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of.
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

Subject to an Overall Policy Aggregate Limit: \$5,000,000

(Information required to complete this Schedule, if not shown above, will be shown in Declarations.)

- A. Paragraphs 2. and 3. of SECTION III – LIMITS OF INSURANCE are replaced by the following:**
- 2.** The Overall Policy Aggregate Limit is the most we will pay for the sum of
 - a.** Medical expenses under Coverage C;
 - b.** Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c.** Damages under Coverage B.
 - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" to each of your projects away from premises owned by or rented to you.
- B. The following is added to SECTION III – LIMITS OF INSURANCE:**
- 8.** Subject to Paragraph 2. and 3. above, the General Aggregate Limit is the most we will pay under for the sum Coverage A, Coverage B, or Coverage C to each of your projects away from premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crest Insurance Group, LLC 5285 E Williams Circle Ste 4500 Tucson AZ 85711	CONTACT NAME: Merilee Tanner PHONE (A/C, No, Ext): 5207847668 E-MAIL ADDRESS: mtanner@crestins.com FAX (A/C, No): 520-618-3951
INSURED ADW Communications Services Inc dba ADW Tower Services 18291 N Pima Rd Ste 110-317 Scottsdale AZ 85255	INSURER(S) AFFORDING COVERAGE INSURER A: The Pie Insurance Company INSURER B: Carolina Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
License#: 967026 ADWCOMM-01	NAIC # 21857 10510

COVERAGES**CERTIFICATE NUMBER:** 875233568**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA20134	10/6/2024	10/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	AMWC367902	10/19/2024	10/19/2025	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and others when required in a written contract or agreement are Additional Insured (Automobile Liability). Coverage is Primary & Non-Contributory (Automobile Liability). Waiver of Subrogation (Automobile Liability & Workers Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Pima County
150 W Congress St 5th floor
Tucson AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cody Ritchie

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TARIC BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement. Business Auto Coverage Form references are in **bold**.

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

EMPLOYEE HIRED AUTO, WHO IS AN INSURED

A. Coverage, 1.b. Who Is An Insured is amended to add the following:

- (6) Your "employee" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- (7) Your "employee" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that auto.

ADDITIONAL INSURED BY CONTRACT

A. Coverage, 1. Who Is An Insured is amended to add the following:

- d. Any person or organization for whom you have agreed in a valid written contract to provide insurance as is afforded by this policy. This provision is limited to the scope of the valid written contract. This provision does not apply unless the valid written contract has been:
 - (1) Executed prior to the accident causing "bodily injury" or "property damage"; and
 - (2) Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

LIABILITY COVERAGE EXTENSIONS – HIGHER LIMITS SUPPLEMENTARY PAYMENTS

A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

- Replacing the \$2,000 Limit of Insurance for bail bonds with \$3,000 in (2); and
- Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

TRANSPORTATION EXPENSE – HIGHER LIMITS

A. Coverage, 4. Coverage Extensions

- a. **Transportation Expenses** is amended by replacing \$30 per day with \$50 per day, and maximum of \$900 with maximum of \$1,500.

HIRED AUTO – PHYSICAL DAMAGE

A. Coverage, 4. Coverage Extensions

- b. Loss Of Use Expenses is amended to add the following:

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any one hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

The limit shown above is part of, and not in addition to, any other insurance for hired auto physical damage provided elsewhere in this policy.

Subject to the above provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

This Coverage is excess over any other collectible insurance.

PERSONAL PROPERTY, ROADSIDE ASSISTANCE

A. Coverage, 4. Coverage Extensions is further amended to add the following:

c. Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

Owned by an "insured", and in or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

d. Roadside Assistance Coverage

We will pay your reasonable costs for:

Labor for emergency repairs to your covered "auto" or any "nonowned auto" performed at the place of disablement

Towing expense incurred each time your covered "auto" or any "nonowned auto" is disabled up to \$150 or 25 miles or less towing distance.

VEHICLE WRAP COVERAGE

A. Coverage, 4. Coverage Extensions is further amended to add the following:

e. Vehicle Wrap Coverage

If Comprehensive or Collision coverage is shown in the Declarations and only in the event of a total loss to an "auto" the following applies:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps displayed on the "auto" at the time of total loss. Regardless of the number of autos deemed a total loss during the policy period, the most we will pay under this Vehicle Wrap Coverage provision is \$5,000.

For purposes of this coverage provision, "vinyl vehicle wrap" means an adhesive film layered on top of the vehicle paint and not graphics or signs that are painted or magnetically affixed to the vehicle.

AIRBAG COVERAGE

B. Exclusions, 3.a. is amended to add the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty. The most we will pay under this exception is \$1,000 for any one accidental discharge.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT

C.1.b Limits of Insurance is amended by the following:

Replace \$1,000 any one "loss" limit with \$2,000.

In addition, the following is added:

The limit shown above applies in addition to any other insurance for audio, visual and data electronic equipment provided elsewhere in this policy.

DEDUCTIBLE WAIVER – GLASS REPAIR, MULTIPLE COVERAGED.

D. Deductible is amended to add the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

If this coverage form and any other coverage form or policy issued to you by us, or any company affiliated with us, applies to the same "loss", the maximum deductible applicable to the "loss" shall not exceed the highest deductible under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us, or an affiliated company, specifically to apply as excess insurance over this coverage form.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS

A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended to add the following:

This condition applies only when the "accident" or "loss" is known to:

You, if you are an individual;

A partner, if you are a partnership;

An executive officer or insurance manager, if you are a corporation; or

A member or manager, if you are a limited liability company.

BLANKET WAIVER OF SUBROGATION

A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

PRIMARY AND NONCONTRIBUTORY

B. General Conditions, 5. Other Insurance is amended to add the following:

- e. This insurance will be primary and will not seek contribution from any other insurance available to an additional insured under your policy provided that all of the following conditions are met:
 - (1) The additional insured is a Named Insured under such other insurance;
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
 - (3) This contract or agreement is signed and executed by you prior to when the "bodily injury" or "property damage" occurs; and
 - (4) This written contract or agreement is in effect during the policy period.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation.

The following statement only applies to policies or exposure in Missouri: Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/19/2024	Policy No.	CCWC367903	Endorsement No.	
Insured	ADW Communication Services, Inc.			Premium \$	
Insurance Company	Carolina Casualty Insurance Company				

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

CHECKLIST AND TRANSMITTAL

ADW Communications Service, Inc

Date: 07/03/2025

Project: Job Order Contract: Communications Tower Site Maintenance Services

Bonds

 X Performance Bond (in accordance with the terms in the contract)

 AW By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

 X Payment Bond (in accordance with the terms in the contract)

 AW By initialing here, our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds. Kindly have resident agent countersign the bonds (other than the "attorney in fact"), as provided for on the bond forms.

Insurance

 X Certificate of Commercial General Liability Insurance in the amount as stated in the original contract for Prime Contractor.
 X IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for commercial general liability.

 X Certificate of Comprehensive Automobile Liability Insurance in the amount as stated in the original contract.
 X IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for comprehensive automobile liability.

 X Certificate of Evidence of Workers' Compensation for Prime Contractor in the amount as stated in the original contract.

 N/A Certificate of Professional Liability Insurance

 N/A Builder's Risk Insurance as stated in the original contract. The policy should list Pima County as a loss payee.

Other Requirements

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

Jorden Oliver, Procurement Department

Phone: (520) 724-8762 | Email: Jorden.oliver@Pima.gov

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability Endorsement Form attached.

ATTACHMENT 1 TO EXHIBIT C (2 Pages)

PERFORMANCE EVALUATION FORM

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PERFORMANCE EVALUATION (CONSTRUCTION)		1. CONTRACT NUMBER 2. CEC NUMBER	
IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse.			
PART I - GENERAL CONTRACT DATA			
3. TYPE OF EVALUATION (X one) <input type="checkbox"/> INTERIM (List percentage _____%) <input type="checkbox"/> FINAL <input type="checkbox"/> AMENDED		4. TERMINATED FOR DEFAULT <input type="checkbox"/>	
5. CONTRACTOR (Name, Address, and ZIP Code) 		6.a. PROCUREMENT METHOD (X one) <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED	
		b. TYPE OF CONTRACT (X one) <input type="checkbox"/> FIRM FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT	
		<input type="checkbox"/> OTHER (Specify)	
7. DESCRIPTION AND LOCATION OF WORK			
8. TYPE AND PERCENT OF SUBCONTRACTING			
9. FISCAL DATA	a. AMOUNT OF BASIC CONTRACT \$	b. TOTAL AMOUNT OF MODIFICATIONS \$	c. LIQUIDATED DAMAGES ASSESSED \$
10. SIGNIFICANT DATES	a. DATE OF AWARD	b. ORIGINAL CONTRACT COMPLETION DATE	c. REVISED CONTRACT COMPLETION DATE
	d. NET AMOUNT PAID CONTRACTOR \$	d. DATE WORK ACCEPTED	
PART II - PERFORMANCE EVALUATION OF CONTRACTOR			
11. OVERALL RATING (X appropriate block) <input type="checkbox"/> OUTSTANDING <input type="checkbox"/> ABOVE AVERAGE <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> MARGINAL <input type="checkbox"/> UNSATISFACTORY (Explain in Item 20 on reverse)			
12. EVALUATED BY			
a. ORGANIZATION (Name and Address (Include ZIP Code))		b. TELEPHONE NUMBER (Include Area Code)	
c. NAME AND TITLE		d. SIGNATURE	
		e. DATE	
13. EVALUATION REVIEWED BY			
a. ORGANIZATION (Name and Address (Include ZIP Code))		b. TELEPHONE NUMBER (Include Area Code)	
c. NAME AND TITLE		d. SIGNATURE	
		e. DATE	
14. AGENCY USE (Distribution, etc.)			

DD FORM 2626, JUN 94

EXCEPTION TO SF 1420 APPROVED BY GSA/IRMS 6-94
Adobe Professional 7.0

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PART III - EVALUATION OF PERFORMANCE ELEMENTS													
N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY													
15. QUALITY CONTROL	N/A	O	A	S	M	U	16. EFFECTIVENESS OF MANAGEMENT	N/A	O	A	S	M	U
a. QUALITY OF WORKMANSHIP							a. COOPERATION AND RESPONSIVENESS						
b. ADEQUACY OF THE CQC PLAN							b. MANAGEMENT OF RESOURCES/ PERSONNEL						
c. IMPLEMENTATION OF THE CQC PLAN							c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)						
d. QUALITY OF QC DOCUMENTATION							d. ADEQUACY OF SITE CLEAN-UP						
e. STORAGE OF MATERIALS							e. EFFECTIVENESS OF JOB-SITE SUPERVISION						
f. ADEQUACY OF MATERIALS							f. COMPLIANCE WITH LAWS AND REGULATIONS						
g. ADEQUACY OF SUBMITTALS							g. PROFESSIONAL CONDUCT						
h. ADEQUACY OF QC TESTING							h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES						
i. ADEQUACY OF AS-BUILTS							i. IMPLEMENTATION OF SUBCONTRACTING PLAN						
j. USE OF SPECIFIED MATERIALS													
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER													
17. TIMELY PERFORMANCE							18. COMPLIANCE WITH LABOR STANDARDS						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE							a. CORRECTION OF NOTED DEFICIENCIES						
b. ADHERENCE TO APPROVED SCHEDULE							b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED						
c. RESOLUTION OF DELAYS							c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS						
d. SUBMISSION OF REQUIRED DOCUMENTATION													
e. COMPLETION OF PUNCHLIST ITEMS							19. COMPLIANCE WITH SAFETY STANDARDS						
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES							a. ADEQUACY OF SAFETY PLAN						
g. WARRANTY RESPONSE							b. IMPLEMENTATION OF SAFETY PLAN						
							c. CORRECTION OF NOTED DEFICIENCIES						
20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)													

DD FORM 2626 (BACK), JUN 94

END ATTACHMENT 1 TO EXHIBIT C – PERFORMANCE EVALUATION FORM

END EXHIBIT C – SPECIAL CONDITIONS- MULTIPLE AWARD JOB ORDER CONTRACTS

EXHIBIT D (3 Pages)
SUPPLEMENTAL PROVISIONS FOR FEDERAL-AID
CONSTRUCTION CONTRACTS

These provisions apply only to work subject to Federal-Aid. A copy of this Exhibit D and a current Wage Determination shall be attached to the Job Order for any federally funded project. Current wage determinations may be found at <https://sam.gov/wage-determinations>.

ARTICLE 1 – DAVIS BACON ACT WAGE DETERMINATION

Contractor shall pay wages in accordance with the most current Davis Bacon rates in effect in Pima County, Arizona at the time the Job Order is negotiated. Contractor shall provide to County at the time of Job Order negotiation, an adjustment to each of the unit prices for the line items that require payment Davis-Bacon wages. Contractor shall include a copy of the most recent Davis-Bacon Wage Determination in their proposal for incorporation into the Job Order's terms and conditions. The most current Davis-Bacon Act Wage Determinations may be found online at <https://sam.gov/wage-determinations>.

ARTICLE 2 – SUBCONTRACTORS

In addition to the requirements set forth in Article 10 of the Job Order Contract, Contractor shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

ARTICLE 3 – INDEMNIFICATION

To the fullest extent permitted by law, Contractor will indemnify and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of Contractor, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of County, its officers, employees, agents or indemnitees.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with State statute will be interpreted and applied as if it were consistent with State statute.

Upon request, Contractor may fully indemnify and hold harmless any private property owner granting a right of entry to Contractor for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County, their agents, employees or indemnitees.

ARTICLE 4 – OWNERSHIP OF DOCUMENTS

In addition to the requirements set forth in Article 24 of the Job Order Contract, The Granting Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement or any subcontract; and (b) Any rights of copyright to which Contractor or County acquires ownership under this Agreement.

ARTICLE 5 – BOOKS AND RECORDS

In addition to the requirements set forth in Article 25 of the Job Order Contract, Contractor shall also keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by the Granting Agency and the Comptroller General of the United States.

ARTICLE 6 – CHANGED CONDITIONS

(1) Differing site conditions.

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, County will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. County will notify Contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice.
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) Suspensions of work ordered by County.

- (i) If the performance of all or any portion of the work is suspended or delayed by County in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, Contractor shall submit to County in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (ii) Upon receipt, County will evaluate Contractor's request. If County agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, County will make an adjustment (excluding profit) and modify the contract in writing accordingly. Contractor will be notified of County's determination whether or not an adjustment of the Contract is warranted.
- (iii) No contract adjustment will be allowed unless Contractor has submitted the request for adjustment within the time prescribed.
- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

(3) Significant changes in the character of work.

- (i) County reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and Contractor agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed

upon, then an adjustment will be made either for or against Contractor in such amount as County may determine to be fair and equitable.

- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
 - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (B) When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

END EXHIBIT D - SUPPLEMENTAL PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Arizona Group 1125 E Southern Avenue #101 Mesa AZ 85204	CONTACT NAME: Tammie Hinz PHONE (A/C, No, Ext): 480-584-4526 E-MAIL ADDRESS: tammie.hinz@arizonagroup.com	FAX (A/C, No): 480-892-7625
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: EMC Insurance Companies		21415
INSURER B: Princeton Excess & Surplus Lines Ins Co		10786
INSURER C: Great Divide Insurance Co		25224
INSURER D: SiriusPoint Specialty Insurance Corp		16820
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 142248317**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5X07068	2/9/2025	2/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5X07068	2/9/2025	2/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			82A3FF0001963-07	2/9/2025	2/9/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	Y	INS-WCP0001190-1	9/27/2024	9/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A C	Leased/Rented Equipment Installation Professional/Pollution			5X07068 5X07068 CPP2042584-11	2/9/2025 2/9/2025 2/9/2025	2/9/2026 2/9/2026 2/9/2026	200,000 1,000,000 \$2Mil Agg/\$2Mil Occ Ded 1000 Ded 5000 Ded 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured and waiver of subrogation included when required and as per attached forms: CG7174 1013, CG7174.3 1013, CG7555 0219, CA7270 0222, CA7392 1115, WC000313 0484.

Excess Liability policy follows form.

Contract No: SC2500000481 Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees are additional insured as respects to attached referenced forms.

30-Day NOC applies (form to follow)

CERTIFICATE HOLDER**CANCELLATION**

Pima County
150 W Congress St., 5th Floor
Tucson AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

Section II - Covered Autos Liability Coverage is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. The most we will pay on behalf of the additional "insured" is the amount of insurance:
 - a. Required by the written contract or agreement described above, or
 - b. Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations;
 whichever is less.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:
 1. Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.
 2. Any organization you acquire, or form will not be considered an "insured" if:

- a. The organization is a partnership or a limited liability company; or
- b. That organization is covered under other similar insurance.
3. Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

D. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive Coverage is provided. The deductible is waived for these services.

G. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. **Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

H. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, and data electronic equipment signals in any one loss is \$1,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance Provision under **Section III – Physical Damage Coverage**.

I. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you lease, hire, rent or borrow subject to the following limit and deductible:

1. The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of Actual Cash Value, \$75,000, or Cost of Repair, minus the deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

3. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use Expenses** of a hired "auto" to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

J. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others that was damaged while in or on your covered "auto" at the time of a covered "auto" loss.

No deductibles apply to this coverage.

K. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day, subject to a \$1,500 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the Physical Damage – Transportation Expense coverage extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

L. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or Mischief or Vandalism; or
 - b. All Perils
 - c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

N. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

O. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

P. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

- d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

R. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

S. LIBERALIZATION

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED
IN A WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition Section is added to and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written agreement or written contract because of payments we make for injury or damage arising out of your ongoing operations or "work you performed" under a written contract or written agreement with that person or organization and included in the "Auto Dealers Operations".

A. The following definitions are added to the **Definition** Section of this endorsement only:

- 1.** "Auto Dealers Operations" means the ownership, maintenance or use of locations for an "auto" dealership and that portion of the roads or other accesses that adjoin these locations. "Auto dealers operations" includes all operations necessary or incidental to an "auto" dealership.
- 2.** "Work you performed" includes:
 - a.** Work that someone performed on your behalf; and
 - b.** The providing of or failure to provide warnings or instructions.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract or agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:	Policy No.: INS-WCP0001190-1	Endorsement No:
Insured: Arizona West Builders and Communications, Inc.		Premium: \$
Insurance Company: SiriusPoint America Insurance Company	Countersigned by <u><i>Tammie Hinz</i></u>	

CHECKLIST AND TRANSMITTAL

Arizona West Builders

Date: 07/03/2025

Project: Job Order Contract: Communications Tower Site Maintenance Services

Bonds

 X Performance Bond (in accordance with the terms in the contract)

 mf By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

 X Payment Bond (in accordance with the terms in the contract)

 mf By initialing here, our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds. Kindly have resident agent countersign the bonds (other than the "attorney in fact"), as provided for on the bond forms.

Insurance

 X Certificate of Commercial General Liability Insurance in the amount as stated in the original contract for Prime Contractor.
 X IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for commercial general liability.

 X Certificate of Comprehensive Automobile Liability Insurance in the amount as stated in the original contract.
 X IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for comprehensive automobile liability.

 X Certificate of Evidence of Workers' Compensation for Prime Contractor in the amount as stated in the original contract.

 N/A Certificate of Professional Liability Insurance

 N/A Builder's Risk Insurance as stated in the original contract. The policy should list Pima County as a loss payee.

Other Requirements

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

Jorden Oliver, Procurement Department

Phone: (520) 724-8762 | Email: Jorden.oliver@Pima.gov

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability Endorsement Form attached.



S&KTECH-01

SMARTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Missoula Office Marsh McLennan Agency LLC P.O. Box 4386 Missoula, MT 59808	CONTACT NAME: Stephanie Martin PHONE (A/C, No, Ext): (406) 238-1915 FAX (A/C, No): E-MAIL ADDRESS: Stephanie.Martin@MarshMMA.com
	INSURER(S) AFFORDING COVERAGE INSURER A: HDI Global Specialty SE INSURER B: Hudson Insurance Company INSURER C: Princeton Excess & Surplus Lines Ins Co INSURER D: Carolina Casualty Insurance Company INSURER E: INSURER F:
INSURED International Towers, L.L.C. Post Office Box 1113 Saint Ignatius, MT 59865	NAIC # 25054 10786 10510

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CAS001300/2400	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	HST-000309-03	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	82A3FF0002826-04	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	BIN253504500	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #21-013, Master agreement, communications tower site maintenance services

Additional insured (ongoing operations) form CG 2033 04 13 attached
Additional insured (completed operations) form CG 2037 04 13 attached
Primary and noncontributory insurance form CAS 0401 07 17 attached
Waiver of subrogation form CG 2404 05 09 attached
Auto additional insured form CA 2048 10 13 attached
Auto primary and noncontributory form CA 0449 11 16 attached
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Pima County Procurement Department Design & Construction Division 150 West Congress Street, 5th Floor Tucson, AZ 85701-1317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Missoula Office		NAMED INSURED International Towers, L.L.C. Post Office Box 1113 Saint Ignatius, MT 59865
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Auto waiver of subrogation form CA 0443 11 20 attached
Work comp waiver of subrogation form WC000313 04 84 attached

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement you have entered into with the additional insured; or
 - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations where written contract with the Named Insured requires additional insured completed operations	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:	All persons or organizations where required by written contract with the Named Insured
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(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Policy Number: ~~CA 8003180048~~ 800
Named Insured: International Towers LLC

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Los Angeles Department of Airports, Los Angeles World Airports aka LAWA
Post Office Box 92216
Los Angeles CA 90009

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: International Towers, LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

All entities as required by written contract with you.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description
ALL	Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	07/01/2024	Policy No.	CCWC288707	Endorsement No.	0
Insured	S&K Technologies, Inc.				
Insurance Company	Carolina Casualty Insurance Company				
				Countersigned by	<div></div>

CHECKLIST AND TRANSMITTAL

International Towers, LLC

Date: 07/15/2025

Project: Job Order Contract: Communications Tower Site Maintenance Services

Bonds

_____ Performance Bond (in accordance with the terms in the contract)

By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.
X *JO*

_____ Payment Bond (in accordance with the terms in the contract)

By initialing here, our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.
X *JO*

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds. Kindly have resident agent countersign the bonds (other than the "attorney in fact"), as provided for on the bond forms.

Insurance

Certificate of Commercial General Liability Insurance in the amount as stated in the original contract for Prime Contractor.

X *SS* **IMPORTANT:** Certificate shall show Pima County as additional insured and added on policy by endorsement for commercial general liability.

Certificate of Comprehensive Automobile Liability Insurance in the amount as stated in the original contract.

X *SS* **IMPORTANT:** Certificate shall show Pima County as additional insured and added on policy by endorsement for comprehensive automobile liability.

X *SS* Certificate of Evidence of Workers' Compensation for Prime Contractor in the amount as stated in the original contract.

N/A Certificate of Professional Liability Insurance

N/A Builder's Risk Insurance as stated in the original contract. The policy should list Pima County as a loss payee.

Other Requirements

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

Jorden Oliver, Procurement Department

Phone: (520) 724-8762 | Email: Jorden.oliver@Pima.gov

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability Endorsement Form attached.



PIMA COUNTY

PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION | 150 W. CONGRESS ST., 5TH FLOOR | TUCSON, AZ 85701

PHONE: 520-724-8161 | FAX: 520-724-3646

Insurance carrier verifies Pima County is named as Additional Insured to the Comprehensive Commercial General Liability policy AND the Comprehensive Automobile Liability policy referenced below, the County being added by ENDORSEMENT to the policies.

International Towers, L.L.C.

Insured Firm

GL-CAS001300/2400 Auto-HST-000309-03

Policy Number

GL-Chubb Auto-Hudson

Insurance Carrier

Stephanie Stokke

Authorized Carrier Signature

Stephanie Stokke

Printed Name

7.18.2025

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.