



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/17/20

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

International Towers, LLC (Headquarters: Saint Ignatius, MT)

***Project Title/Description:**

Job Order Master Agreement: Communication Tower Site Maintenance Services

***Purpose:**

Award: Master Agreement No. MA-PO-21-013. This award of master agreement is recommended to the highest qualified contractor in an annual amount not to exceed \$750,000.00 for an initial one (1) year agreement term from 08/17/20 to 08/16/21 which may be extended for up to four (4) additional one-year terms. Administering Department: Information Technology.

Board of Supervisors Policy D 29.4 authorizes the Procurement Director to execute annual renewals in an amount not to exceed the annual amount approved by the Board of Supervisors. This is an indefinite delivery/indefinite quantity job order master agreement. For projects estimated less than \$50,000.00, the department may select a contractor based on availability, specialty or other such basis as the department may determine in 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 \$750,000.00.

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2000022 was conducted in accordance with A.R.S. § 34-604 and Pima County Board of Supervisors Policy D 29.1. One (1) responsive statement of qualifications was received and evaluated by a three (3) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, the highest qualified contractor is recommended for award.

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

Program Goal - Award of a Tower Site Maintenance Job Order Master Agreement to support the attached Tower and Site Maintenance Program. Plan and Tasking Requirements include inspection, maintenance, and as-needed repair of fifteen (15) Pima County owned Tower and Rooftop communications sites.

Predicted Outcome - Yearly scheduled inspection, maintenance, and repair services to support oversight and management of communications sites hosting revenue generating tenants, Pima County radio systems, microwave network equipment, RWRD and RFCD SCADA control systems, OEM equipment, other governmental agencies, and ongoing ITD technological initiatives.

***Public Benefit:**

1. Generation of revenue through tenant Agreements.
2. Adherence to FCC Regulations, FAA Regulations, and ANSI/TIA 222G Standards.
3. Provides means for emergency restoration of mission critical communications sites.

***Metrics Available to Measure Performance:**

1. Yearly Tower inspection reports.
2. Yearly Site Inspection reports.

***Retroactive:**

No.

TD: COB 7-29-20 (1)
Ver: 1
pgs: 80

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 21-013
Commencement Date: 08/17/20 Termination Date: 08/16/21 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 or ☐ 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: Scott Loomis Scott Loomis

Digitally signed by Scott Loomis
DN: cn=Scott Loomis, o=Pima County,
ou=Procurement, email=Scott.Loomis@pima.gov,
c=US
Date: 2020.07.23 11:15:36 -0700

Digitally signed by Terri Spencer
DN: cn=Terri Spencer, o=Pima County,
ou=Procurement, email=terri.spencer@pima.gov, c=US
Date: 2020.07.23 16:08:47 -0700

Department: Procurement

Mary Jo

Digitally signed by Mary Jo Furphy
DN: cn=Mary Jo Furphy, o=Pima County,
ou=Procurement,
Date: 2020.07.24 09:00:11 -0700

Telephone: 520-724-8272

Department Director Signature/Date: Furphy 7/27/2020

Deputy County Administrator Signature/Date: [Signature] 7/28/2020

County Administrator Signature/Date: [Signature] 7/28/2020

(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: July 22, 2020

The Information Technology Department hereby issues formal notice to respondents to Solicitation No. SFQ-PO-2000022 for Job Order Master Agreement: Communication Tower Site Maintenance Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after August 17, 2020.

Award is recommended to the most qualified Respondent.

AWARDEE NAME

International Towers, LLC

ANNUAL AWARD AMOUNT

\$750,000.00

OTHER RESPONDENT NAMES

none

Issued by: *Scott Loomis*, Procurement Officer

Telephone Number: 520-724-8272

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 INFORMATION TECHNOLOGY DEPARTMENT

PROJECT: JOB ORDER MASTER AGREEMENT:
COMMUNICATION TOWER SITE MAINTENANCE SERVICES

CONTRACTORS: International Towers, LLC
8061 West Tangerine Road
Marana, Arizona 85658

MASTER AGREEMENT NO.: MA-PO-21-013

AMOUNT: \$750,000.00

FUNDING: Various Funds

JOB ORDER MASTER AGREEMENT

This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and International Towers, LLC, hereinafter called CONTRACTOR in the singular, collectively referred to as the Parties.

W I T N E S S E T H

WHEREAS, COUNTY has a need to establish an Agreement with up to Three (3) Job Order Contractors for Communication Tower Site Maintenance Contracting Services; and

WHEREAS, COUNTY conducted a competitive qualifications-based procurement pursuant to A.R.S. §34-604 for Job Order Contractors under Solicitation # SFQ-PO-2000022; and

WHEREAS, based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, COUNTY selected the highest qualified CONTRACTOR as Job Order Contractor; and

WHEREAS, the Job Order Contractor has agreed to be bound by and adhere to the requirements of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

ARTICLE 1 – BASIC TERMS, RENEWALS, EXTENSIONS AND REVISIONS:

This Master Agreement (Agreement), as approved by the Board of Supervisors commences on August 17, 2020 and terminates on August 16, 2021, 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. COUNTY, at its sole discretion, may extend up to four (4) additional one-year terms or add funding to this Agreement at any time with the Board of Supervisors' or the Procurement Director's approval pursuant to BOS Policy D29.4.

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA 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 ten (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.

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

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 the 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 the COUNTY will prepare a Job Order as soon as practicable following said instructions.

For projects of \$50,000.00 or more, the CONTRACTORS will compete on the basis of price or price and schedule through a simplified quoting procedure. Price may be either fixed price or a guaranteed maximum price.

CONTRACTOR(S) must provide a cost estimate (quote) within five (5) working days of the request for a quote in order to be considered eligible for award of the Job Order and must begin the work within five (5) working days of the beginning date on the Job Order (Notice to Proceed), unless otherwise specified in the COUNTY'S request.

No individual Job Order may exceed \$750,000.00, including change orders.

Construction completion time for work to be 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.

Each CONTRACTOR will select subcontractors in accordance with CONTRACTOR'S Subcontractor Selection Plan, incorporated herein by reference.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR will provide for COUNTY all labor, materials and equipment necessary to complete the work identified in individual Job Orders awarded to CONTRACTOR under this Agreement. The scope of work under this Agreement is more fully set forth in **Exhibit "A" Scope of Work (23 pages)**, attached and incorporated herein. All work will be done per specifications called for in Job Orders, **Exhibit "B" General Conditions (12 Pages)**, **Exhibit "C" Special Conditions – Multiple Award Job Order Contract (12 Pages)**, and other documents incorporated into this Agreement, all made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

CONTRACTOR will provide detailed documentation in support of each requested payment. Any payments under this Article do not prevent COUNTY from objecting to charges after payment therefor in appropriate cases, or from seeking reimbursement for any such charges. Payments will be made in accordance with A.R.S. §§ 34-609.

CONTRACTOR must cite the Delivery Order number on all invoices.

For the period of record retention required under **Article 24**, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law

CONTRACTOR will not perform work in excess of the Delivery Order Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Agreement Amount without prior authorization by amendment is at CONTRACTOR'S own risk.

ARTICLE 4 – RESERVED

ARTICLE 5 – INSURANCE

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

5.1 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 Master Agreement have been met. The below Insurance Requirements are minimum requirements for this Master Agreement and in no way limit CONTRACTOR'S indemnity obligations under this Contract. 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 Contract. If necessary, CONTRACTOR may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 5.1.1 **Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- 5.1.2 **Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Master Agreement with a Combined Single Limit (CSL) of \$1,000,000 each accident.
- 5.1.3 **Workers' Compensation (WC) and Employers' Liability** - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.
Note: The Workers' Compensation requirement will not apply to a CONTRACTOR that is exempt under A.R.S. § 23-901, and when such CONTRACTOR executes the appropriate COUNTY Sole Proprietor or Independent CONTRACTOR waiver form.
- 5.1.4 **Builder's Risk**- 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 of the work 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.
- 5.1.5 **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 Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

5.2 Additional Insurance Requirements:

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

- 5.2.1 **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.
- 5.2.2 **Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of CONTRACTOR.

5.2.3 **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.

5.2.4 Insurance provided by the CONTRACTOR shall not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

5.3 Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that COUNTY will receive not less than thirty (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 Master Agreement number and project description.

5.4 Verification of Coverage:

CONTRACTOR shall furnish COUNTY with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

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

5.5 Approval and Modifications:

COUNTY Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Master Agreement amendment, but the approval must be in writing. 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, or 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.

ARTICLE 6 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies, defends, and holds 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 Agreement. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnities.

All warranty and indemnification obligations under this Agreement survive expiration or termination of the Agreement, unless expressly provided otherwise. 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.

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.

ARTICLE 7 – 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. 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. 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.

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 Delivery Order.

ARTICLE 8 – COMPLIANCE WITH LAWS

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Agreement apply, but do not require an amendment.

ARTICLE 9 – INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not considered an employee of COUNTY and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

ARTICLE 10 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR will perform the work in accordance with the terms of the Agreement and 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 the approval of COUNTY.

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.

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.

CONTRACTOR will be fully responsible for all acts and omissions of its SUBCONTRACTOR(S) and of persons directly or indirectly employed by a 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 or see to the payment of any money due any SUBCONTRACTOR, except as may be required by law.

ARTICLE 11 – ASSIGNMENT

CONTRACTOR will not assign its rights to this Agreement in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion.

ARTICLE 12 – NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Agreement as if set forth in full herein **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.

ARTICLE 13 – AMERICANS WITH DISABILITIES ACT

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR will maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 14 - 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.

ARTICLE 15 – NON-WAIVER

The failure of COUNTY to insist in any one 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.

ARTICLE 16 – CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a CONTRACTOR to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 17 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Agreement within ten (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 Agreement 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.
- B. The occurrence of any of the following constitutes an event of default:
 - 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;
 - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;

3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material;
 5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
 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;
 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
 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.
- C. In the event of a termination for default:
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 five (5) business days after the effective date of the termination;
 2. PIM COUNTY may withhold payments to CONTRACTOR arising under this or any other Agreement for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
 3. Subject to the immediately preceding subparagraph (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.
- D. Neither this Agreement nor any job order issued under this Agreement will be terminated for default or the CONTRACTOR responsible for damages under this Article, if—
1. Excepting item (8) in paragraph B 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—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a Contract with COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) 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 SUBCONTRACTORS or suppliers; and
 2. CONTRACTOR, within three (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.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Agreement.
- F. If, after termination of the Agreement for default, it is determined 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 the termination had been issued for the convenience of COUNTY.

- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 18 – 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 fifteen (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.

ARTICLE 19 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Agreement, COUNTY may terminate this Agreement if for any reason the 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.

ARTICLE 20 – NOTICES

Any notice required or permitted to be given by CONTRACTORS under this Agreement will be in writing and will be served by delivery or by certified mail upon the other Party as follows:

PIMA COUNTY:

Dan Hunt, Director
Information Technology Department
33 N. Stone Ave., 14th Floor
Tucson, Arizona 85701
Tel: 520-724-2316

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.

ARTICLE 21 - NON-EXCLUSIVE AGREEMENT

CONTRACTOR understands that this Agreement 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.

ARTICLE 22 - AGREEMENT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Agreement have relied upon information provided in SOLICITATION NO. SFQ-PO-2000022 – Job Order Master Agreement: 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, and on information provided in the CONTRACTOR'S response to this Solicitation, Job Orders and Modifications thereto, and all drawings and specifications referenced in this Agreement or included in such Job Orders as may be issued under this Agreement. These documents are hereby incorporated into and made a part of this Agreement by reference as if set forth in full herein. The CONTRACTOR'S respective Subcontractor Selection Plans are incorporated by reference; each CONTRACTOR shall be bound by the terms of its own Subcontractor Selection Plan.
- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Agreement, the Agreement Documents take precedence in the following order:

1. This Agreement
2. Special Conditions – Multiple Award Job Order Contract
3. General Conditions
4. Special Provisions
5. Subcontractor Selection Plan
6. Job Orders
7. Technical Specifications
8. Contractor's Response to the Solicitation

The Parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Agreement documents. Any such agreement altering the order of precedence must be incorporated into this Agreement by Amendment.

In the event of any conflict between any provision in the Special Conditions, if any, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions takes precedence.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

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 vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

ARTICLE 24 – BOOKS AND RECORDS

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.

CONTRACTOR will retain all records relating to this Agreement at least five (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.

ARTICLE 25 – REMEDIES

Either Party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in ARTICLE 28 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.

ARTICLE 26 – 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.

ARTICLE 27 – DELAYS

Neither Party hereto is in default in the performance of its obligations hereunder 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.

ARTICLE 28 – DISPUTES

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Agreement or the Parties' obligations or performance hereunder, the dispute must be referred to COUNTY in writing with a request for review and response by COUNTY within a reasonable time. 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 COUNTY Department administering this Agreement and CONTRACTOR'S counterpart official, such meeting to be held within one (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 including 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.

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

ARTICLE 29 – PUBLIC INFORMATION

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.

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 should not include any information considered confidential.

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 ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, 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 is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby 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. 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.

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.

CONTRACTOR will advise each SUBCONTRACTOR of COUNTY'S rights, and the SUBCONTRACTOR'S obligations, under this Article 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 Agreement 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 insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this Agreement subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one 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.

ARTICLE 31 – 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 Contract 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.

ARTICLE 32 - COUNTERPARTS

This Agreement may be executed in one 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.

(Remainder of page intentionally blank)

ARTICLE 33 – ENTIRE AGREEMENT

This document, in all its parts, together with Attachments and documents incorporated by reference constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

IN WITNESS WHEREOF, the CONTRACTORS and the COUNTY have affixed their signatures to this Agreement on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

Stacey Roseberry

Name (Please Print)

7/28/2020

Date

CONTRACTOR:



Authorized Officer Signature

Douglas J. Gratz, President

Printed Name and Title

July 29, 2020

Date

EXHIBIT "A"

SCOPE OF SERVICES (23 pages)

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 Information Technology Department (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 **Exhibit 'A-1' - Statement of Work, Exhibit 'A-2' - Specifications and Exhibit 'A-3' - Site Inspection Checklist**, which apply to all projects under this job order contract.

The 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 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 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 PCITD Project Manager shall issue a written Notice to Proceed to the CONTRACTOR, after which, the CONTRACTOR shall begin work on the project within five (5) days, unless otherwise agreed to by the 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.

The CONTRACTOR must guarantee a two-hour or less response time for emergency restoration services. The CONTRACTOR shall coordinate the work activities efficiently so as to minimize system downtime and restore site operation.

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 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 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 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 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 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 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 PCITD Project Manager.

PAYMENT:

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

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

WARRANTIES:

The CONTRACTOR shall warrant that all items provided, and workmanship performed pursuant to this Contract, complied with the specifications issued for the specific project, and conform to generally accepted procedures, practices and methods that are appropriate for the services provided.

Any defective workmanship or materials discovered prior to or within one (1) year of acceptance of each project, shall be corrected by the CONTRACTOR at no further expense to, and to the satisfaction of the COUNTY. Ordinary wear

and tear, and abnormal abuse or neglect, are excepted. In the event that the CONTRACTOR shall fail to make such required repairs, adjustments, or other work that may become necessary by such defects, the COUNTY may affect those repairs, adjustments, or other work, and back charge the CONTRACTOR for costs incurred.

The CONTRACTOR shall provide the manufacturer's Warranty to the COUNTY prior to final payment by the COUNTY.

All warranties call for in this section shall be in addition to, and not in limitation of, all warranties, guaranties or other remedies required by law.

INSPECTION:

Inspectors may be assigned to monitor work issued under this Contract. These Inspectors will report the progress and quality of the work to the PCITD Project Manager. Inspectors may call attention of deficiencies to the CONTRACTOR, but shall not relieve the CONTRACTOR from any obligation to provide complete and accurate service that is satisfactory in every way.

In the case of any dispute arising between the Inspector and the CONTRACTOR, as to the manner of performing the work, the Inspector shall have the authority to suspend the work until the issue can be resolved by the PCITD Project Manager.

Inspectors shall in no case act as Foreman, or perform any other duties for the CONTRACTOR, or interfere with the management of the work by the CONTRACTOR. Inspection and Supervision by the COUNTY shall not be considered as direct control of individual workmen and his work. Such direct control shall remain solely the responsibility of the CONTRACTOR's Foreman or Superintendent.

SUPERVISION BY THE CONTRACTOR:

The CONTRACTOR shall supervise and direct all work and equipment, either scheduled, extra or emergency. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures for construction however COUNTY will have overall control of the project schedule as dictated by the PCITD Project Manager as work related to this project is part of an overall larger, more complex schedule. The CONTRACTOR shall maintain and employ, at the work site, a qualified Foreman or Supervisor, who shall have been designated in writing by the CONTRACTOR as his site representative. This Foreman or Supervisor shall have the full authority to act on behalf of the CONTRACTOR and all communications given to the CONTRACTOR. The Foreman or Supervisor shall be present at the site as required to adequately perform his duties of supervision and coordination of the work.

PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:

The CONTRACTOR shall properly guard and protect all finished and partially finished work, and shall remain responsible for same until the work is completed or accepted. Release of partial payment for work partially completed shall not relieve the CONTRACTOR from such responsibility. The CONTRACTOR shall turn over fully completed work including equipment documentation and blueprint as-built as applicable prior to receiving final payment.

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.

UTILITY LOCATION:

The CONTRACTOR shall be responsible to blue stake locate all utilities prior to commencing his work. 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.

(Remainder of page intentionally blank)

**EXHIBIT 'A-1' COMMUNICATIONS TOWER SITE MAINTENANCE
STATEMENT OF WORK (7 PAGES)**

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 "A-2" to Exhibit A, 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 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 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 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 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 PCITD Deputy Director.

The Pima County Construction Change Order is a hard copy document that must be submitted to the 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 five (5) days upon receipt of the approved Notice to Proceed.

1.2.3.1 Project Pre-Construction Meeting

When directed by the 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 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 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 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 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 PCITD Project Manager 15 days prior to the scheduled date of backfilling trenches. The PCITD Project Manager reserves the right to visually inspect trenches prior to backfilling.

1.2.4.12 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 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 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 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 PCITD Project manager.

1.2.9.4 Electrical

The CONTRACTOR shall provide certification that the electrical work meets the local code requirements to the PCITD Project Manager, prior to the 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 PCITD Project Manager. The CONTRACTOR shall afford the 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 one (1) hard and one (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 one (1) hard and one (1) soft copy of the operations and maintenance manual.

1.2.13 Warranty and Maintenance

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

- Assignments of warranties of any systems, materials or components that exceed the one-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 PCITD Project Manager will be the single project manager to act as the primary point of contact (POC) for all maintenance related issues. The 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 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 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 PCITD Project Manager.

1.3.1.4 Site Maintenance Schedule

The 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 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 PCITD Project Manager will supply the CONTRACTOR with written approval. If the change order is denied or additional information is desired, the 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 PCITD Project Manager or key check out.

1.3.3 Relocation of Existing Equipment

The PCITD Project Manager will coordinate with the CONTRACTOR to identify existing equipment that must be relocated or removed to accommodate site maintenance work. The 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 PCITD Project Managers satisfaction, the PCITD Project Manager will provide final approval of as-built documentation.

END OF EXHIBIT "A-1"

**EXHIBIT "A-2" COMMUNICATIONS TOWER SITE MAINTENANCE SPECIFICATIONS
(9 PAGES)**

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.

For sites located within the boundaries of the City of Tucson:

- City of Tucson codes and standards,
http://www.tucsonaz.gov/dsd/Codes_Ordinances/Building_Codes/building_codes.html

For sites located within Pima County's jurisdiction:

- Pima County codes and standards (see Article 5 of the General Conditions and <http://www.pimaxpress.com/>)

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 (NESC)*
- 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 six-inch horizontal layers and thoroughly and carefully tamped until pipe and conduit have a cover of not less than one 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 one-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 six-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 six 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.

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, four 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 two 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 PCITD.

2.6.4 Concrete Masonry Units

Concrete Masonry Units (CMU) shall be installed as specified in drawings provided by 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 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 one or both ends. Where the ice bridge is supported at both ends by the shelter and the tower, one 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 one of three 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 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 PCITD Project manager.

END OF EXHIBIT "A-2"

EXHIBIT 'A-3' TOWER SITE INSPECTION CHECKLIST (3 PAGES)

To illustrate the scope of site inspection services performed under this Job Order Contract, Exhibit 'A-3' to this solicitation is provided. Exhibit 'A-3' is the Site Inspection Checklist. Exhibit 'A-3' is provided for Respondents use to document site inspection services which may be performed under a Contract resulting from this Solicitation and is not a guarantee of actual work to be requested under this Job Order Contract.

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

5. Antenna Conditions: Mounts: <input type="checkbox"/> Acceptable <input type="checkbox"/> Damaged/Missing Parts Omni: <input type="checkbox"/> Acceptable <input type="checkbox"/> Damaged/Missing Parts MW: <input type="checkbox"/> Acceptable <input type="checkbox"/> Damaged/Missing Parts Panel: <input type="checkbox"/> Acceptable <input type="checkbox"/> Damaged/Missing Parts Other: <input type="checkbox"/> Acceptable <input type="checkbox"/> Damaged/Missing Parts <u>Notes:</u>	6. Shelter Lighting System: <u>Bulbs Checked:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Strobes Checked:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Electrical System</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Check:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Notes:</u>
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Company <input type="checkbox"/> Name/Logo	Company Address
7. Transmission Lines: Acceptable: <input type="checkbox"/> Yes <input type="checkbox"/> No Supported Correctly: <input type="checkbox"/> Yes <input type="checkbox"/> No Visible Damage: <input type="checkbox"/> Yes <input type="checkbox"/> No Grounded Properly: <input type="checkbox"/> Yes <input type="checkbox"/> No Waveguide Pressurized: <input type="checkbox"/> Yes <input type="checkbox"/> No Lightning Arrestor: <input type="checkbox"/> Yes <input type="checkbox"/> No Dehydrator: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Notes:</u>	8. Fence/Wall/Gates: Chain Link: <input type="checkbox"/> Yes <input type="checkbox"/> No Masonry: <input type="checkbox"/> Yes <input type="checkbox"/> No Wrought Iron: <input type="checkbox"/> Yes <input type="checkbox"/> No Wood: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: <input type="checkbox"/> Yes <input type="checkbox"/> No Grounded Properly: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Notes:</u>
9. Tower Foundation/Anchor Condition: <input type="checkbox"/> Acceptable <input type="checkbox"/> Cracked <u>Qty:</u> <u>Width:</u> <input type="checkbox"/> Broken <u>Explain:</u> <input type="checkbox"/> Settling <input type="checkbox"/> Anchor Bolts/Nuts <u>Notes:</u>	10. Tower Condition: <input type="checkbox"/> Acceptable <input type="checkbox"/> Bent Members <input type="checkbox"/> Rust/Corrosion <input type="checkbox"/> Cracks In Welds/Members <input type="checkbox"/> Guy Cables/Anchors <input type="checkbox"/> Galvanizing <input type="checkbox"/> Out of Plumb <u>Notes:</u>
11. Buss Bars: <input type="checkbox"/> TGB (top) <u>Properly Isolated/Grounded</u> <input type="checkbox"/> TGB (bottom) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> EGB <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> MGB <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> SSGB <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Notes:</u>	12. Guy Wires: <input type="checkbox"/> N/A <input type="checkbox"/> Guy 1 Tension <input type="checkbox"/> Guy 7 <input type="checkbox"/> Guy 2 Tension <input type="checkbox"/> Guy 8 <input type="checkbox"/> Guy 3 Tension <input type="checkbox"/> Guy 9 <input type="checkbox"/> Guy 4 Tension <input type="checkbox"/> Guy 10 <input type="checkbox"/> Guy 5 Tension <input type="checkbox"/> Guy 11 <input type="checkbox"/> Guy 6 Tension <input type="checkbox"/> Guy 12 <u>Notes:</u>
13. Tower Grounding System meets R56: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Notes:</u>	14. Cable Support System meets R56: <input type="checkbox"/> Yes <input type="checkbox"/> No <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; margin-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
<u>Notes From Above Sections:</u>

END EXHIBIT "A-3"
END OF EXHIBIT "A" - SCOPE OF SERVICES

EXHIBIT "B"

GENERAL CONDITIONS (12 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 Information Technology Department.

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, 2014 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 two 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 effect 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 insure 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 one 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 three (3) workdays, CONTRACTOR will provide a recovery plan to COUNTY within five (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 seven (7) days after the initiation of that delay. In the case of a continuing cause of delay, only one 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 two (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 any one 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, two complete sets of code approved construction documents in non-reproducible form.

COUNTY will provide, at no cost to CONTRACTOR, five (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 one 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 one 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: ten percent (10%) of direct cost;

Profit Limit: five percent (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 five percent (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 one or more of the three 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 three (3) days' notice to CONTRACTOR in writing. When the reason for such suspension involves safety, health or welfare issues, the three (3) day written notice requirement may be waived at the decision of the COUNTY Management. CONTRACTOR will resume the work within ten (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 three (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 ten (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 will exceed 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 two (2) years (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 seventy-two (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 insure 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 fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to COUNTY within forty-five (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 Office of Conservation and Sustainability Cultural Resources Division 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 one 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 \$750,000.00, 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 five (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 (ie. 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 seven (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 prepare, 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.

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 sixty (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 17 – 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 one 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 one 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 ten (10) calendar days to cure the events of default. If the events of default are not cured within the ten (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. 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.

End Exhibit "C"

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	
		6.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 \$
10. SIGNIFICANT DATES ▶		a. DATE OF AWARD	b. ORIGINAL CONTRACT COMPLETION DATE
		c. LIQUIDATED DAMAGES ASSESSED \$	d. NET AMOUNT PAID CONTRACTOR \$
		c. REVISED CONTRACT COMPLETION DATE	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 5-94
Agency 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

16. QUALITY CONTROL							15. 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 OF ATTACHMENT 1 TO EXHIBIT "C" - PERFORMANCE EVALUATION FORM

END EXHIBIT "C" - SPECIAL CONDITIONS



S&KTECH-01

RMOULDING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2020

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 PayneWest Insurance, Inc. P.O. Box 4386 Missoula, MT 59808	CONTACT NAME:	
	PHONE (A/C, No, Ext): (406) 721-1000	FAX (A/C, No): (406) 721-9230
INSURED International Towers LLC PO Box 1113 Saint Ignatius, MT 59865	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
10677		

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 <input type="checkbox"/> OTHER:	X	X	EPP0553206	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EPP0553206	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	EPP0553206	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Installation Floater			EPP0553206	10/1/2019	10/1/2020	See Below 1,500,000

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

Re: Job Order Master Agreement: Communications Tower Site Maintenance Services

Automatic Additional Insured, Primary & Noncontributory, Ongoing Operations, Waiver of Subrogation when required by written contract or agreement per form GA472 attached

Automatic Additional Insured, Primary & Noncontributory, Completed Operations, Waiver of Subrogation when required by written contract per Form GA4316 attached

Auto - Blanket Additional Insured Primary and Noncontributory & Waiver of Subrogation when required by written contract, Form AA288 attached.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Pima County
Procurement Dept., Design & Construction Division
130 W. Congress Street, 3rd 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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Missoula Office		NAMED INSURED International Towers LLC PO 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 26 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Installation Floater: Special Form; \$25,000 Deductible; Pima County is Loss Payee

30-day Direct Notice of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or
Contractors - Automatic Status For Other
Parties When Required In Written Contract
Or Agreement With You**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of your ongoing operations or arising out of "your work"*;

then the phrase *caused, in whole or in part, by in Paragraph A.1.a. and/or Paragraph A.1.b. above, whichever applies, is replaced by the phrase arising out of.*

3. With respect to the insurance afforded to the additional insureds described in Paragraph A.1., the following additional exclusion applies:

This insurance does not apply to "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.

4. This Paragraph A. does not apply to additional insureds described in Paragraph B.

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph B.1., the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs A. and B.:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs A. and B., 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 written contract, written agreement, written permit or written authorization described in Paragraphs A. and B.; 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.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs A. and B.

- F. Except when G. below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs A. and B. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

- H. **Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

- a. The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- b. The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, coverage

does not apply to that person or organization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph A., the following additional exclusions apply:

This insurance does not apply to

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

- (1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) 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" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" arising out of "residential" construction.
- B. The insurance afforded to additional insureds described in Paragraph A.:
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

3. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

C. With respect to the insurance afforded to the additional insureds described in Paragraph A., 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 written contract, written agreement, written permit or written authorization described in Paragraph A.; 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. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement described in Paragraph A.

E. Except when F. below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraph A. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

F. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraph A. 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 described in Paragraph A. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraph A. 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 described in Paragraph A. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

G. **Section V - Definitions** is amended to include:

1. "Residential" construction means:
 - a. A structure used, or intended, in whole or in part, for the purpose of human habitation, and includes, but is not limited to, single-family housing, multi-family housing, tract homes, condominiums, cooperatives, townhomes, townhouses, planned-unit developments and timeshares;
 - b. A structure converted, or being converted, in whole or in part, into condominiums or cooperatives; and
 - c. Common areas and grounds, appurtenant structures and facilities, of the structures described in 1.a. and b. above, except a public street, public

road, public right of way, or public utility easement located on or near such common areas and grounds.

"Residential construction" does not include:

- a. "Hospitals, jails or prisons; and
- b. Provided there is no individual ownership of units and that such was not, in whole or in part, at any time, marketed, sold, occupied or used as single-family housing, multi-family housing, or as a condominium, cooperative, townhouse, townhome or timeshare:

- (1) Government housing on military bases;
- (2) College/university dormitories;
- (3) Apartments;
- (4) Long-term care facilities;
- (5) Assisted-living facilities;
- (6) Nursing homes; and
- (7) Hotels or motels.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of 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 or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which 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".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" 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.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

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

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. 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 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.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding 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.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

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

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
 - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.



S&KTECH-01

RMOULDING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2020

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 PayneWest Insurance, Inc. P.O. Box 4386 Missoula, MT 59808	CONTACT NAME:	
	PHONE (A/C, No, Ext): (406) 721-1000	FAX (A/C, No): (406) 721-9230
INSURED International Towers LLC PO Box 1113 Saint Ignatius, MT 59865	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Carolina Casualty Insurance Company	
	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 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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 N	N/A	CCWC288703	7/9/2020	7/9/2021	<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

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

Re: Job Order Master Agreement: Communications Tower Site Maintenance Services

Blanket Waiver of Subrogation, Per Form WC000313 Attached

30-Day Direct Notice of Cancellation

CERTIFICATE HOLDER

CANCELLATION

Pima County
Procurement Dept., Design & Construction Division
130 W. Congress Street, 3rd 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

Anna Moulding

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 07/09/2019

Policy No. SNWC288702

Endorsement No.

Insured International Towers, LLC

Premium \$

Insurance Company StarNet Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

BOND NO. 30106296

International Towers, LLC

(hereinafter "Principal"), as Principal, and WESTERN SURETY COMPANY
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of SOUTH DAKOTA with its principal office in the City of SIOUX FALLS, SD, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of **\$750,000.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, **17th of August, 2020** for:

Solicitation No. SFQ-PO-2000022 Job Order Master Agreement for Communications Tower Site Maintenance Services

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copies at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 24TH day of JULY, 2020.

Witness our hands this 24TH day of JULY, 2020.

INTERNATIONAL TOWERS, LLC
Principal

By: 

WESTERN SURETY COMPANY
Surety

By: 

Pamela A. Nelson, Attorney-in-Fact

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

BOND NO. 30106296

International Towers, LLC

(hereinafter "Principal"), as Principal, and WESTERN SURETY COMPANY

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of SOUTH DAKOTA, with its principal office in the City of SIoux FALLS, SD, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of **\$750,000.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, **17th of August, 2020** for:

Solicitation No. SFQ-PO-2000022 Job Order Master Agreement for Communications Tower Site Maintenance Services

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge in the court.

Witness our hands this 24TH day of JULY, 2020.

INTERNATIONAL TOWERS, LLC
Principal

By: 

WESTERN SURETY
COMPANY
Surety

By: 

Pamela A. Nelson, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela A. Nelson , Individually

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

- In Unlimited Amounts -

Surety Bond No.: 30106296
Principal: International Towers, LLC
Obligee: Pima County

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



WESTERN SURETY COMPANY

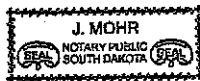
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of July, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.