

COB - BOSAIR FORM

07/29/2026 4:36 PM (MST)



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO PDC PO2600023628

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	08/25/2026
Supplier / Customer / Grantor / Subrecipient:	Pavex Corp.
Project Title / Description:	Eric Marcus Municipal Airport Airfield Electrical Vault and Papi/Reil Upgrades Project
Purpose:	Award: Contract No. PO2600023628. This award of contract is recommended to the lowest, responsive, responsible bidder in the amount of \$683,000.00 for a contract term of 08/25/26 to 06/08/27 for the construction of the Eric Marcus Municipal Airport Airfield Electrical Vault and Papi/Reil Upgrades Project. Administering Department: Project Design and Construction.
Procurement Method:	Other
Insert additional Procurement Method info, if applicable:	Invitation for Bid (IFB) No. IFB-2600004162 was conducted in accordance with A.R.S. § 34-201 and Pima County Procurement Code 11.12.010. Two (2) responsive bids were received. Attachments: Notice of Recommendation for Award and Contract.
Program Goals/Predicted Outcomes:	The goals are to update the Eric Marcus Municipal Airport (EMMA) to meet current standards and offer to the Ajo and Pima County residents an airport capable of attracting new travelers to the area in the form of day-trip visitors and vacationers travelling by private aircraft to Mexico. The current physical condition and lack of services available at EMMA are not attractive to general aviation travelers seeking new locations to visit.
Public Benefit and Impact:	Ajo, AZ area residents will benefit from having an additional transportation option and economic stimulus from travelers and visitors coming to the area and visiting the town to eat and shop.

Strategic Plan Pillar

- Infrastructure & Growth

Support of Prosperity Initiative:

- N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives

N/A

Metrics Available to Measure Performance:

Performance will be measured using the contractor evaluation process as outlined in BOS Policy D29.1(E).

Retroactive:

NO

Contract / Award Information

Record Number: PO PDC PO2600023628

Document Type:

PO

Department Code:

PDC

Contract Number:

PO2600023628

Commencement Date:

08/25/2026

Termination Date:

06/08/2027

Supplier / Subrecipient Headquarters Location

Tucson, Arizona

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$683,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required:

Federal Aviation Administration (FAA) Airport Improvement Program (AIP) (43%); Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) (47%); Arizona Department of Transportation Multimodal Planning Division Aeronautics Group - Airport Development Reimbursement (6%); and Transportation Capital Improvement Projects (4%)

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

YES

If Yes, is the Contract to a supplier or subrecipient? Supplier

Enter CFDA# N/A

and FAIN# N/A

Associated Euna Grant Record ID# 90316, 91377

Contract is fully or partially funded with Non-Federal Grant Funds?	YES
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If Yes, is the Contract to a supplier or subrecipient? Supplier

Associated Euna Grant Record ID# 72576

Were insurance or indemnity clauses modified?	NO
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Vendor is using a Social Security Number?	NO
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Department: Procurement

Name: Judy Cooper *gc*

Telephone: 520-724-3727

Add Procurement Department Signatures	Yes
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Add GMI Department Signatures	No
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Division Manager/Procurement Officer Signature:  Date: 8/4/2026 | 9:44 AM MST

Procurement Director Signature: Bruce Collins Date: 8/4/2026 | 9:46 AM MST

Department Director Signature:  Department Director Date: 8/4/2026 | 9:50 AM MST

Deputy County Administrator Signature:  Date: 8/8/2026 | 7:14 AM MST

County Administrator Signature:  Date: 8/8/2026 | 7:57 AM MST



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 30, 2026

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-2600004162 for the Eric Marcus Municipal Airport Airfield Electrical Vault and PAPI/REIL Upgrades Project 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 June 9, 2026.

Award is recommended to the lowest, responsive and responsible bidder.

AWARDEE	BASE BID AMOUNT	BASE BID ALLOWANCES AMOUNT	ADD ALT 1 AMOUNT	TOTAL BID AMOUNT	AWARD AMOUNT
Pavex Corp.	\$643,000.00	\$22,000.00	\$18,000.00	\$683,000.00	\$683,000.00
OTHER RESPONDENTS					
KOBO Utility Construction Corp	\$600,801.00	\$22,000.00	\$69,800.00	\$692,601.00	
Doege Development LLC	Non-Responsive				
Low Mountain Construction, Inc.	Non-Responsive				

Engineer's Estimate Base Bid + Allowances: \$534,150.00

Issued by: Judy Cooper, Procurement Officer

Telephone Number: (520) 724-3727

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 PROJECT DESIGN AND CONSTRUCTION DEPARTMENT

PROJECT: Eric Marcus Municipal Airport Airfield Electrical Vault and Papi/Reil Upgrades Project

CONTRACTOR: Pavex Corp.
4001 E Michigan St
Tucson, AZ 85714

CONTRACT NO.: PO2600023628

AMOUNT: \$683,000.00

FUNDING: Federal Aviation Administration (FAA) Airport Improvement Program (AIP) (43%); Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) (47%); Arizona Department of Transportation Multimodal Planning Division Aeronautics Group - Airport Development Reimbursement (6%); and Transportation Capital Improvement Projects (4%)

CONSTRUCTION SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Pavex Corp, hereinafter called Contractor, and collectively referred to as the Parties.
- 1.2. Authority. County requires, consistent with the provisions of A.R.S. Title 34, the services of a Contractor to provide all equipment, labor, and materials required to construct the Eric Marcus Municipal Airport Airfield Electrical Vault and Papi/Reil Upgrades Project ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. IFB-2600004162 for the Eric Marcus Municipal Airport Airfield Electrical Vault and Papi/Reil Upgrades Project (Solicitation). Contractor submitted the low responsive, responsible bid in response to the Solicitation for said work and is qualified and willing to provide such services.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on August 25, 2026, and terminates on June 8, 2027, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Construction Completion. Construction completion time for the work to be performed under this Contract will be 90 working days from the date the Secondary Notice to Proceed is issued. All long-lead items shall be ordered within 20 working days from the date the Conditional Notice to Proceed is issued. Liquidated damages will be assessed based upon construction completion time.
- 2.3. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services. Contractor will provide County all labor, materials and equipment necessary to complete the Project as described in the Construction Documents prepared by Kimley-Horn & Associates, Inc., dated February 6, 2026 included in the bid documents in Pima County Solicitation No. IFB-2600004162, any issued Addenda, Exhibit B: Special Conditions (26 pages), Exhibit C –General Conditions (14 pages), FAA General Provisions which include FAA Contract Provisions (127 pages), Vault/Papi/Reil Special Provisions (131 pages), Security Gate Special Provisions (216), Vault Plans (14 pages), Papi/Reil Plans (18 pages), and other documents incorporated into this contract.

4. Compensation and Payment.

4.1 Compensation. County will pay Contractor as specified below.

4.1.1 Price. County will base payments on Exhibit A - Bid Schedule (2 pages) submitted by Contractor in response to Solicitation No. IFB-2600004162.

4.1.2 Line Items. County will pay line items for which the "Unit" is defined as L.S. as "Lump Sum". County will measure and pay at the unit price for the actual quantity of work performed for other line items for which the "Unit" is defined as a unit of measure (i.e., "each", "L.F.", etc.).

4.1.3 NTE. Total Payment for this Contract shall not exceed \$683,000.00.

4.1.4 Invoices. Contractor must include the PO (Purchase Order) number on all invoices. Contractor will provide detailed documentation in support of requested payment. Invoices and payments must comply with A.R.S. § 34-221.

4.1.5 Progress Payments. For this Article, "Subcontractor" includes Supplier.

4.1.5.1 For each line item for which Contractor claims payment based on the work of a Subcontractor, Contractor must identify the Subcontractor by name. Contractor will pay each Subcontractor and Supplier for which Contractor receives payment on an invoice within seven days of receipt of the progress payment for that invoice. Such payments will be in the amount allowed by County for each Subcontractor, to the extent of their interest therein. Retention by Contractor will not exceed the actual percentage retained by County from the progress payment. County, at any time, in its sole discretion, may require that Contractor support invoices by evidence of payment to Subcontractor.

4.1.5.2 Contractor will withhold from an invoice the application and certification for payment of a Subcontractor to which payment will not be made in accordance with the preceding paragraph as a result of unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that a claim will be filed, failure of a Subcontractor to make timely payments for labor, equipment and materials, damage to Contractor or another Subcontractor, or other legitimate dispute or disagreement justifying nonpayment. On separate page(s) accompanying the invoice Contractor shall identify excluded Subcontractor and provide a brief justification for their nonpayment on the current invoice.

4.1.5.3 Failure to pay a Subcontractor for which payment was made by County will be deemed an unjustified failure to pay for which County may withhold from Contractor the sum of \$2,000 plus the amount of the payment made by County. Such sum(s) shall be retained by County until the nonpayment issue is resolved, unless Contractor provides evidence convincing to County, in its sole discretion, that the failure to pay was justified. Each succeeding month of unjustified nonpayment shall be deemed a new failure for which an additional \$2,000 may be withheld. At the sole discretion of County, repeated instances of unjustified nonpayment(s) may result in withholding of progress payments until the Subcontractor payment issues are resolved.

4.1.6 Subcontractor Final Payments. Contractor will make prompt final payment to each of its Subcontractors of all monies due the Subcontractor after the Subcontractor has satisfactorily completed all of its work, there are no outstanding issues arising from the work, and County has incrementally accepted Subcontractor's work. If the final payment is not made within 7 days of County payment to Contractor for Subcontractor's work, County, in its sole discretion, may withhold \$2,000 from Contractor's progress payment(s) in accordance with paragraph (B)(3) above. Notwithstanding Incremental acceptance of Subcontractor's work, the warranty thereon shall begin upon acceptance of the entire project.

4.1.7 Audit. For the period of record retention required under Section 24, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

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

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

5.2. Insurance Coverages and Limits.

5.2.1. Minimum Scope and Limits of Insurance: Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract 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.

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

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

5.2.1.3. Workers' Compensation 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.

5.2.1.4. Builder's Risk Insurance – Insurance applies to this contract. Contractor is required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value under contract, 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.

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

5.3. Additional Insurance Requirements:

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

5.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County and Federal Aviation Administration (FAA), 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.

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

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

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

5.4. Notice of Cancellation:

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

5.5. Verification of Coverage:

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

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

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

5.6. Approval and Modifications:

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

6. **Indemnification.**

6.1. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County any related taxing district, and FAA, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by any negligence, recklessness, intentional, or wrongful act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or Subconsultant. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the negligence, recklessness, intentional, or wrongful acts or omissions of the Indemnatee, be indemnified

by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

6.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the Contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with 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.

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

7. **Laws and Regulations.**

7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.

7.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County.

7.3. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract.

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

9. **Contractor/Subcontractor Performance.**

9.1. Performance. Contractor will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. Contractor will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain County's approval.

9.2. Responsibility. Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under this Contract. 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 Contract, 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.

9.3. Subcontractor License. Contractor will ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. 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.

9.4. Subcontractor Acts and Omissions. Contractor will be fully responsible for all acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay any Subcontractor, except as may be required by law.

- 9.5. **Subcontractor List.** Contractor must use the Subcontractor's named on Contractor's Subcontractor List submitted with the bid. No Subcontractor may be added or changed without the prior written approval of County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-DBE Subcontractors may be approved at the discretion of County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of County. Approval for substitution of DBE Subcontractors that are listed on the Subcontracting and Good Faith Efforts Summary and Letter of Intent to Perform as a Subcontractor submitted with the bid will only be granted if the provisions of Section 20.28.050 of the Pima County Code have been met.
10. **Assignment.** Contractor will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subcontractors. During the performance of this Contract, 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.
12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **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 Contract 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.
15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination of Contract for Default.**
 - 16.1. Upon a failure by Contractor to cure a default under this Contract within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Contractor. In this event, County may take over the work and complete it by Contract or otherwise. Contractor and its sureties, if any, will be liable for any damage to County resulting from Contractor's default, including any increased costs incurred by County in completing the work.
 - 16.2. **Default Events.** The following constitutes an event of default:
 - 16.2.1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will ensure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 16.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 - 16.2.3. Failure to provide competent supervision at the site;
 - 16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;

- 16.2.5. Failure to make prompt payment to Subcontractors or suppliers for material or labor;
- 16.2.6. Loss of Contractor's business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Contractor's performance of this Contract;
- 16.2.7. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Contract; or
- 16.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Contractor, or Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

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

- 16.3.1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Contractor for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;
- 16.3.2. County may withhold payments to Contractor arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Contractor is determined; and
- 16.3.3. Subject to the immediately preceding subparagraph 16.3.2, County's liability to Contractor will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

16.4. Non-Termination. County will not terminate the Contract for default or charge Contractor with damages under this Article if:

- 16.4.1. Except for subparagraph 16.2.8 in subsection 16.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
 - 16.4.1.1. Acts of God or of the public enemy,
 - 16.4.1.2. Acts of County in either its sovereign or contractual capacity,
 - 16.4.1.3. Acts of another Contractor in the performance of a contract with County,
 - 16.4.1.4. Fires,
 - 16.4.1.5. Floods,
 - 16.4.1.6. Epidemics and Pandemics
 - 16.4.1.7. Quarantine restrictions,
 - 16.4.1.8. Strikes,
 - 16.4.1.9. Freight embargoes,
 - 16.4.1.10. Unusually severe weather, or

- 16.4.1.11. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the Subcontractor(s) or suppliers; and
- 16.4.2. Contractor, within three 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.
- 16.5. Receipt of Notice. For the purposes of subsection 16.1 above, "receipt of notice" includes receipt by hand by Contractor's onsite project manager, by facsimile transmission, or under the Notices clause of this Contract.
- 16.6. Excusable. If, after termination of the Contract for default, County determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated the Contract for convenience as set forth in Section 17.
- 16.7. Rights and Remedies. The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this contract.
17. **Termination for Convenience of County**. County may terminate this Contract at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of County, become its property. If County terminates the Contract 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.
18. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County has no further obligation to Contractor, other than payment for services rendered prior to termination.
19. **Notices**. Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:
- | | |
|--|-------------------------|
| COUNTY: | CONTRACTOR: |
| Rod Lane, Director | Samak Samsam, President |
| Project Design and Construction | Pavex Corp |
| 150 W. Congress St., 3 rd floor | 4001 E Michigan St. |
| Tucson, AZ 85701 | Tucson, AZ 85714 |
| Tel: (520) 724-3085 | Tel: (520) 747-9000 |
20. **Non-Exclusive Contract**. Contractor understands that this Contract is Non-Exclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
21. **Contract Documents**.
- 21.1. Incorporation of Documents: County and Contractor in entering into this Contract have relied upon information provided in Solicitation No. IFB-2600004162 - Eric Marcus Municipal Airport Airfield Electrical Vault and Papi/Reil Upgrades Project, Bonds (Bid, Payment, and Performance Bonds), Exhibit A – Bid Schedule, Exhibit B – Special Conditions, Exhibit C –General Conditions, FAA General Provisions which includes FAA Contract Clauses, Special Provisions, Technical Specifications and Plans, Construction Documents, Drawings and Specifications, Addenda, and on information provided in Contractor's response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

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

- 21.2.1. This Contract
- 21.2.2. Exhibit B – Special Conditions
- 21.2.3. Special Provisions, General Provisions, Technical Specifications, Plans
- 21.2.4. Exhibit C – General Conditions
- 21.2.5. Contractor Response to the Solicitation
- 21.2.6. Instructions to Bidders
- 21.2.7. Invitation to Bid

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

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

22. **Bonding Requirements.** In accordance with A.R.S. § 34-221, et. seq., the Contractor will provide Payment and Performance bonds for not less than 100% of the contract amount. Copies of the bonds will be attached to this Contract.

23. **Ownership of Documents.** Ownership of all original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Contractor under this Contract vests in and become the property of the County and will be delivered to County upon completion or termination of the services, but Contractor may retain record copies thereof. The Granting Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Contract or any Subcontract; and (b) Any rights of copyright to which Contractor or County acquires ownership under this Contract.

24. **Books and Records.**

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

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

25. **Remedies.** Either Party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 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 Contract.

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

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

28. Disputes.

- 28.1. Resolving Dispute. In the event of a dispute between County and Contractor regarding any part of this Contract or the Parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Contractor's counterpart official, such meeting to be held within one 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.
- 28.2. Performance. The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

29. Public Records.

- 29.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of Construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Contractor in any way related to this contract, 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.
- 29.2. Records Marked Confidential.
- 29.2.1. Any information submitted related to this Contract that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.
- 29.2.2. Notwithstanding the above provisions, in the event records marked confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked confidential 10 business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the 10 day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential, nor shall County be in any way financially responsible for any costs associated with securing such an order.

30. Legal Arizona Workers Act Compliance.

- 30.1. Compliance with Immigration Laws. Contractor warrants that it will at all times during the term of this Contract 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 Contract likewise complies with the State and Federal Immigration Laws.
- 30.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 30.3. Remedies for Breach of Warranty. Any breach of Contractor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. 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.

- 30.4. **Subcontractors.** 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 contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Contractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

- 30.5. **Costs.** 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.

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.

32. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

33. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

34. **Amendment.** Except for the amendment provision above in Article 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.

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

36. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded, and merged herein.

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

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:



Signature

Jinous Samsam, Vice-President / Secretary

Name and Title (Please Print)

07/27/2026

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

Andrew Donnellan

Name (Please Print)

7/24/2026

Date

Pima County Procurement Department

IFB-2600004162

Eric Marcus Municipal Airport Airfield Electrical Vault and
Papi/Reil Upgrades Project

FAA Project Nos.: 3-04-0001-009-2026, 3-04-0001-10-26, and 3-04-0001-11-26

**EXHIBIT A – BID SCHEDULE (2 pages)**

IFB-2600004162

**Eric Marcus Municipal Airport Airfield Electrical Vault and Papi/Reil Upgrades Project
FAA Project Nos. 3-04-0001-009-2026, 3-04-0001-010-2026, and 3-04-0001-011-2026**

The undersigned Bidder hereby acknowledges receipt of the complete Bid Documents for this project and has examined and is familiar with all documents, including those incorporated by reference, which are applicable to this project. By executing this Bid Schedule, BIDDER hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation, and services for the project in strict conformity with the Bid Documents, at the unit prices set in this Exhibit A. Failure to sign page 1 of this Bid Schedule shall result in Bid being deemed non-responsive.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Any bid that fails to acknowledge any addenda that directly affects cost, scope or schedule will be rejected as nonresponsive.

Addenda #	By (Bidder Initials)	Date	Addenda #	By (Bidder Initials)	Date
1	<i>S.S.</i>	03/11/26	4	<i>S.S.</i>	03/31/26
2	<i>S.S.</i>	03/18/26			
3	<i>S.S.</i>	03/27/26			

BIDDER HEREBY CERTIFIES that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid. By signing this Bid, Bidder certifies to the requirements for Suspension/Debarment, Lobbying, Trade Restrictions, and Prohibition of Covered Unmanned Aircraft Systems.

SIGNATURE: *Siamak Samsam* DATE: 04/07/2026PRINTED NAME & TITLE: Siamak Samsam, PresidentLEGAL COMPANY NAME: Pavex CorpADDRESS: 4001 E Michigan StCITY: Tucson STATE: AZ ZIP: 85714TELEPHONE NO.: (520) 747-9000 EMAIL: sndpavex@gmail.comCORPORATE HEADQUARTERS (CITY, STATE) Tucson AZARIZONA CONTRACTOR'S LICENSE NUMBER: 079187 CLASS: A

ARIZONA CONTRACTOR'S LICENSE NUMBER: _____ CLASS: _____

UNIQUE ENTITY IDENTIFICATION NUMBER (SAM.GOV): MW61TALDZ4J1

Pavex Corp.**Bid Schedule*****Base Bid**

Code	Description	UOM	Quantity	Price	Total Cost
2010011	Clearing and Grubbing	Acre	0.1	\$ 10,000.00	\$ 1,000.00
2020001	Removal of Structures & Obstructions	Lump-Sum	1	\$ 5,000.00	\$ 5,000.00
8100006	Sediment Wattle (Discretionary)	Linear Foot/Feet	500	\$ 2.50	\$ 1,250.00
9010001	Mobilization	Lump-Sum	1	\$ 61,000.00	\$ 61,000.00
9250001	Construction Survey and Layout	Lump-Sum	1	\$ 7,000.00	\$ 7,000.00
L-105-5.1	Remove L-801A Rotating Beacon From Roof, Maintain Conduit and Supports to Remain	Each	1	\$ 500.00	\$ 500.00
L-105-5.2	Remove L854 Pilot Radio Lighting Control System	Each	1	\$ 500.00	\$ 500.00
L-105-5.3	Remove PAPI 2-Box System And Safety Switches, Modify/Maintain Foundations to Remain	Each	2	\$ 500.00	\$ 1,000.00
L-108-5.1	Underground Cable, 2/C #6, 600V XHHW, 1#6 XHHW Grd, in Duct for REIL from 240V PAPI	Linear Foot/Feet	1,870	\$ 5.00	\$ 9,350.00
L-109-5.1	New Airfield Vault, Fire Alarm System, Lighting, Convenience Power, and Air Conditioning	Lump-Sum	1	\$270,000.00	\$270,000.00
L-109-5.2	New Vault Lightning Protection and Grounding System	Each	1	\$ 55,000.00	\$ 55,000.00
L-109-5.3	New Vault Electrical Service and Distribution Panels	Each	1	\$ 45,000.00	\$ 45,000.00
L-109-5.4	New L854 Pilot Radio Lighting Control System	Each	1	\$ 12,000.00	\$ 12,000.00
L-109-5.5	New Rotating Beacon, L-801A(L)	Each	1	\$ 17,000.00	\$ 17,000.00
L-109-5.6	New Airfield Lighting Control Panel, L-821A	Each	1	\$ 19,000.00	\$ 19,000.00
L-110-5.1	Underground Electrical Duct, 1 bank 2"	Linear Foot/Feet	1,870	\$ 20.00	\$ 37,400.00
L-115-5.1	L-867 Size D Junction Can	Each	10	\$ 500.00	\$ 5,000.00
L-125-5.1	New Pair of (2) Box LED PAPI, L-881(L)	Each	2	\$ 24,000.00	\$ 48,000.00
L-125-5.2	New REIL, LED, L-849(L), Style C, One pair per Runway End, Voltage driven, Complete with base cans	Pair	2	\$ 24,000.00	\$ 48,000.00
Base Bid Total:			\$643,000.00		

Base Bid - Cost Allowances

Code	Description	UOM	Quantity	Price	Total Cost
9250111	Additional Staking and Layout Allowance	United States Dollar	1	\$ 10,000.00	\$ 10,000.00
9300100	Incidental Items Allowance	United States Dollar	1	\$ 7,000.00	\$ 7,000.00
9300100	Incidental Items Allowance (Electrical Items)	United States Dollar	1	\$ 5,000.00	\$ 5,000.00
Base Bid - Cost Allowances Total:			\$22,000.00		
Base Bid + Cost Allowances Total:			\$665,000.00		

Additive Alternate 1

Code	Description	UOM	Quantity	Price	Total Cost
1	Supply and install one 27' x 6' tall automatic security gate	Lump-Sum	1	\$ 18,000.00	\$ 18,000.00
Additive Alternate 1 Total:			\$18,000.00		
Base Bid + Cost Allowances + Additive Alternate 1 Total:			\$683,000.00		

EXHIBIT B - SPECIAL CONDITIONS (26 PAGES)

Article SC-1 Purpose

These Special Conditions incorporate into the contract articles and clauses requirements by the Federal Aviation Administration (FAA) in addition to the FAA Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects incorporated into this Contract.

Article SC-2 Related Documents

Wage Determination number AZ20250059 (Dated 01/02/2026) is appended hereto as Attachment 1 (7 pages) to these Special Conditions. Contractor shall pay mechanics and laborers used on this project the prevailing wages described therein in accordance with FAA Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects. Contractor shall include this requirement in all subcontracts and shall require that all Subcontractors likewise include this requirement in all lower tier agreements or contracts.

The Attached "PCDOT Title VI Non-Discrimination", Attachment 2 (9 pages) to these Special Conditions, is incorporated herein the same as if set forth and shall be binding on Contractor.

Article SC-3 Signs, Notices, and/or Posters

Contractor must identify, acquire or construct, and display all required signs, notices and/or posters.

Article SC-4 – Cargo Preference Act

This project is subject to the Cargo Preference Act (CPA). The Contractor and Subcontractors are required to comply with the CPA requirements and its implementing regulations in 46 CFR 381.7(a)-(b).

Article SC-5 – Federal Immigration and Nationality Act

The Contractor including all subcontractors shall comply with all federal state and local immigration laws and regulations as set forth in Arizona Executive Order 2005-30 relating to the immigration status of their employees who perform service on the contracting during the duration of the Contract. County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

By submission of a bid the Contractor warrants that the Contractor and all proposed subcontractors are and shall remain in compliance with all federal state and local immigration laws and regulations relating to the immigration status of their employees who perform service on the contract. County may at its sole discretion require evidence of the compliance from the Contractor or subcontractor. Should County request evidence of compliance, the Contractor or subcontractor shall have ten working days from receipt of the request to supply adequate information. County will accept, as evidence of compliance a showing by the Contractor or subcontractor that it has followed the employment verifications provisions of the Federal Immigration and Nationality Act as set forth in Sections 274A and 274B of that Act, including implementation of regulations and agreements between the Department of Homeland Security and the Social Security Administration's verification service. The Contractor shall include these requirements in all its subcontracts.

Article SC-6 – FAA Buy American Preference Statement

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, 2 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an

Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

Article SC-7 – General Civil Rights Provisions:

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Article SC-8 – Civil Rights - Compliance with Title VI Non-Discrimination Requirements:

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts,

other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Article SC-9 – Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Article SC-10 – Clean Air and Water Pollution Control:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Article SC-11 – Contract Workhours and Safety Standards Act Requirements:

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Article SC-12 – Disadvantaged Business Enterprises Contract Assurance:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Article SC-13 – Distracted Driving – Texting When Driving:

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Article SC-14 – Copeland “Anti-Kickback” Act:

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

Article SC-15 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Article SC-16 – Davis-Bacon Requirements:

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are

considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. 5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

Article SC-17 – Occupational Safety and Health Act of 1970:

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Article SC-18 – Seismic Safety:

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

Article SC-19 – Veteran's Preference:

In the employment of labor (excluding executive, administrative, and supervisory positions), Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Article SC-20 – Certification Regarding Domestic Preferences for Procurements:

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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ATTACHMENT 1 TO EXHIBIT B - SPECIAL CONDITIONS (7 PAGES)

"General Decision Number: AZ20260059 01/02/2026

Superseded General Decision Number: AZ20250059

State: Arizona

Construction Type: Heavy

County: Pima County in Arizona.

Modification Number	Publication Date
0	01/02/2026

ELEC0570-014 06/01/2025

	Rates	Fringes
Electrician.....	\$ 33.00	21.33%+6.00

ELEC0769-001 08/04/2025

	Rates	Fringes
Electrician: Lineperson.....	\$ 62.08	21.5%+9.14

ELEC0769-003 08/04/2025

	Rates	Fringes
Electrician: Groundperson.....	\$ 36.00	21.5%+9.14

ELEC0769-004 08/04/2025

	Rates	Fringes
Electrician: Line Equipment Operator.....	\$ 46.56	21.5%+9.14

ENGI0012-035 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Oiler.....	\$ 32.29	18.12

ENGI0012-037 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Field Equipment Serviceperson.....	\$ 35.56	18.12

ENGI0012-042 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crane/Derrick.....	\$ 36.64	18.12

ENGI0012-043 12/01/2024

	Rates	Fringes
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POWER EQUIPMENT OPERATOR: Mechanic.....	\$ 37.67	18.12

ENGI0012-044 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 32.29	18.12

ENGI0012-045 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Backhoe/Backhoe & Loader Combo/Track Backhoe.....	\$ 35.56	18.12

ENGI0012-046 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bulldozer.....	\$ 35.56	18.12

ENGI0012-047 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Compactor/Roller.....	\$ 35.56	18.12

ENGI0012-048 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Drill Rig/Auger.....	\$ 35.56	18.12

ENGI0012-054 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Trencher.....	\$ 35.56	18.12

ENGI0012-055 12/01/2024		
	Rates	Fringes
TRUCK DRIVER Hydrovac.....	\$ 35.56	18.12

ENGI0012-059 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grade Checker.....	\$ 36.64	18.12

ENGI0012-060 12/01/2024		
	Rates	Fringes

Power Equipment Operator:

Loader/Front End Loader

All types rated capacity 3 cubic yds or less.....	\$ 32.29	18.12
All types rated capacity over 3, less than 6 cubic yds.....	\$ 35.56	18.12
Rated capacity 6, less than 10 cubic yds.....	\$ 36.64	18.12

ENGI0012-061 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Motor Grader/Blade.....	\$ 36.64	18.12
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ENGI0012-076 12/01/2024

Rates Fringes

Power Equipment Operator:

Excavator/Trackhoe

1/2 cubic yard or smaller...	\$ 35.56	18.12
Greater than 1/2 cubic yard.	\$ 36.64	18.12

LAB01184-012 06/01/2025

Rates Fringes

Laborer: General.....	\$ 27.41	9.26
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LAB01184-013 06/01/2025

Rates Fringes

Laborer: Jackhammer.....	\$ 29.05	9.26
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LAB01184-015 06/01/2025

Rates Fringes

Power Equipment Operator:

Forklift.....	\$ 30.88	9.26
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LAB01184-016 06/01/2025

Rates Fringes

Power Equipment Operator:

Horizontal Directional

Drill.....	\$ 31.98	9.26
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LAB01184-019 06/01/2025

Rates Fringes

LABORER: Mason Tender.....	\$ 27.41	9.26
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LAB01184-020 06/01/2025

Rates Fringes

Laborer: Pipelayer.....	\$ 27.41	9.26
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LAB01184-022 06/01/2025

	Rates	Fringes
Laborer: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 29.05	9.26

LAB01184-034 06/01/2025

	Rates	Fringes
Truck Driver: Concrete.....	\$ 30.88	9.26

LAB01184-035 06/01/2025

	Rates	Fringes
Truck Driver: Dump.....	\$ 30.88	9.26

LAB01184-036 06/01/2025

	Rates	Fringes
Truck Driver: Water.....	\$ 30.88	9.26

LAB01184-042 06/01/2025

	Rates	Fringes
Traffic Control.....	\$ 27.41	9.26

LAB01184-050 06/01/2025

	Rates	Fringes
Carpenter: Formwork Concrete.....	\$ 31.98	9.26

SUAZ2023-009 11/19/2024

	Rates	Fringes
Power Equipment Operator: Scraper.....	\$ 32.30	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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END OF ATTACHMENT 1

ATTACHMENT 2 TO EXHIBIT B - SPECIAL CONDITIONS (9 PAGES)

Pima County Department of Transportation Title VI Assurances

The Pima County Department of Transportation (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *Federal Highway Administration and Arizona Department of Transportation*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its *Federal Aid Highway Program*.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal Aid Highway Program* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Pima County Department of Transportation**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, **Pima County Department of Transportation** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing *Federal Highway Administration or Arizona Department of Transportation access* to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration or Arizona Department of Transportation*. You must keep records, reports, and submit the material for review upon request to *Federal Highway Administration, Arizona Department of Transportation*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Pima County Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal Highway Administration and Arizona Department of Transportation*. This ASSURANCE is binding on Arizona, other recipients, subrecipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal Aid Highway Program*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Pima County Department of Transportation

(Name of Recipient)

by  Digitally signed by Kathryn Skinner
DN: cn=Kathryn Skinner, o=Pima County,
ou=Department of Transportation,
email=kathryn.skinner@pima.gov, c=US
Date: 2024.12.13 15:10:45 -0700

(Signature of Authorized Official)

Dated 12/13/2024

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Pima County Department of Transportation** will accept title to the lands and maintain the project constructed thereon in accordance with *Title 23, United States Code the Regulations for the Administration of Federal Aid for Highways*, and the policies and procedures prescribed by the *Arizona Department of Transportation ,Federal Highway Administration and the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252;42 U.S.C. § 2000d to 2000d-4)*, does hereby remise, release, quitclaim and convey unto the **Pima County Department of Transportation** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **Pima County Department of Transportation** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **Pima County Department of Transportation**, its successors and assigns.

The **Pima County Department of Transportation**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [...] and]* (2) that the **Pima County Department of Transportation** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Pima County Department of Transportation** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **Pima County Department of Transportation** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **Pima County Department of Transportation** will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the **Pima County Department of Transportation** and its assigns*.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Pima County Department of Transportation pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, Pima County Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Pima County Department of Transportation will there upon revert to and vest in and become the absolute property of Pima County Department of Transportation and its assigns. *

*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

End of Exhibit B – Special Conditions

EXHIBIT C - GENERAL CONDITIONS (14 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 shall be interpreted as follows:

BID: The offer of the Bidder for the work when properly made out on forms containing the Bid for Fixed Price Construction supplied by the Board 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 covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work. The Contract includes the Notice of Invitation to Bid and Bid Documents, including Instruction to Bidders, Bid Schedule, Plans, Technical Specifications, Supplementary General and/or General Conditions, Bonds, Supplementary Agreements, and all written requirements that reasonably could be required to insure the proper completion of the work in a substantial and acceptable manner. These documents may also be referred to as the CONTRACT DOCUMENTS.

CONTRACT BOND: The approved form of security furnished by the Contractor and his Surety as a guarantee on the part of the 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.

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

DIRECTOR: The Pima County Project Design and Construction Director, an assistant or other representative duly authorized by the Director to act for the Director.

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 the 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.

SUPPLEMENTARY AGREEMENT: A written agreement executed by the Contractor and the 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: The Supplementary General Conditions are additional to the General Conditions that are conditions or requirements peculiar to the project under consideration.

SURETY: The corporate body which is bound with and for the 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 shall be investigated and verified in the field by the Contractor before starting work. Excavations in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to, and for maintenance and protection of existing utilities and structures.

ARTICLE 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- a. Laws to be Observed -- The Contractor is presumed to be familiar with and at all times shall observe and comply with all Federal and State laws and local ordinances, workmen'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 shall indemnify and hold harmless the County of Pima and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by the Contractor itself or by the Contractor's employees.
- b. Permits and Licenses -- The County shall procure all County building permits, and sewer connection fees. Contractor shall post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. All other permits, fees, and applications for water, gas, and electric etc., shall be procured and paid for by the Contractor.
- c. Sanitary Provisions -- The Contractor shall 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 State Department of Health or other authorities having jurisdiction therein.
- d. Public Convenience and Safety -- The Contractor shall have due regard for the public health and shall 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 General Conditions.

- e. Barricades, Danger, Warning, and Detour Signs -- The Contractor shall 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 shall 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 -- The Contractor shall be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and shall conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property shall 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 the Contractor, such property shall be restored by the Contractor 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 shall make good such damage or injury in an acceptable manner.

- h. Contractor's Responsibility for Work -- Until written final acceptance of the work by the County, the Contractor shall have the charge and care thereof and shall 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. The Contractor shall 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 shall bear the expense thereof.

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

- i. Waiver of Legal Rights -- The County shall not be precluded or 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 the 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 the County or by any representative of the 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 the County shall 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 shall not be held to be waiver of any other subsequent breach.

ARTICLE 4. ACCIDENTS

The Contractor shall 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.

The Contractor must promptly report in writing to the County all accidents whatsoever arising out of, or in connections with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the County and the Board. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim.

ARTICLE 5. PIMA COUNTY BUILDING CODES

The work embraced herein shall be done in accordance with the following Building Codes, Ordinances and Standards, with all amendments, as currently adopted by Pima County, together with any applicable Special Conditions, which are additional to and may supersede portions of these Codes as detailed at <https://www.pima.gov/2586/Building>. Where codes and/or regulations of other agencies having jurisdiction are more stringent these will take precedence.

ARTICLE 6. RESERVED

ARTICLE 7. DELAYS

Contractor will provide substantial completion, as previously defined, under this contract, within the number of calendar days stated in Contractor's proposed schedule, agreed to by County and incorporated herein by reference, plus the grace period, calculated as an additional **3%** of the calendar days stated in Contractor's agreed to schedule, rounded up to the next whole day

During the grace period, County will neither 1) apply liquidated damages, nor 2) include overhead and general conditions in any equitable adjustment for delay. Each additional day allowed for completion in excess of the days in Contractor's proposed schedule will replace 1 day of the grace period until the latter is extinguished. If Contractor fails to substantially complete this contract for beneficial occupancy within the agreed number of calendar days from issuance of a notice to proceed, or that period plus any remaining grace period days, whichever is later, then for each day thereafter that this contract remains uncompleted for beneficial occupancy, County may deduct the sum of **\$250.00 PER CALENDAR DAY**, from the contract price as payment by Contractor of liquidated damages sustained by reason of the failure of Contractor to substantially complete this contract for beneficial occupancy within the time period agreed.

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 3 workdays, Contractor will provide a recovery plan to County within 5 days of County's request.
- (3) A delay in the work attributable to any other cause, including strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the control of County or Contractor and that arises without the fault or negligence of either, is an excusable delay for which County and Contractor agree to negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
- (4) If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date shall not be changed.

- (5) If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment therefor.
- (6) County and Contractor will negotiate an equitable adjustment of cost for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the work.

Contractor must submit claims for extension of time in writing to County for review and approval no later than 7 days after the initiation of that delay. In the case of a continuing cause of delay, only 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 2 weeks after demand for such drawings.

ARTICLE 8. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Bid documents are complementary, and what is called for by any one shall be as binding as if called for by all, and the most stringent requirement shall 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 shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

ARTICLE 9. DETAIL DRAWINGS AND INSTRUCTIONS

The County shall 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 shall be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

ARTICLE 10. COPIES OF DRAWINGS FURNISHED

County shall provide, at no cost to the contractor, two complete sets of permit submittal documents reviewed and approved for construction by Pima County Development Services.

County shall provide, at no cost to the contractor, 5 non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It shall be the contractor's responsibility to insure 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 their expense.

ARTICLE 11. ORDER OF COMPLETION

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

ARTICLE 12. CONSTRUCTION DOCUMENTS ON THE JOB SITE

The Contractor shall keep one copy of code approved construction documents on the job site, in good order, available to the County and to his representatives. This set of documents shall be kept current as to pending and approved changes in the work.

ARTICLE 13. OWNERSHIP OF DRAWINGS

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

ARTICLE 14. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the 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 the County, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

ARTICLE 15. MATERIALS, APPLIANCES, EMPLOYEES

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

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned him.

ARTICLE 16. ROYALTIES AND PATENTS

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

ARTICLE 17. SURVEYS, PERMITS, AND REGULATIONS

The County shall furnish all property surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor except as noted in Article 3.b. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified.

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

ARTICLE 18. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. It shall 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 the County. It shall adequately protect adjacent property as provided by law and the Bid documents. It shall provide and maintain all passage ways, 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, the Contractor, without special instruction or authorization from the County, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by the County.

ARTICLE 19. INSPECTION OF WORK

The County representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. County shall have the authority to reject all work and materials which do not conform to the Contract.

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

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

ARTICLE 20. SUPERINTENDENCE - SUPERVISION

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

If the 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 shall be its duty to immediately inform the County, in writing, and the County shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

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

ARTICLE 21. CHANGES IN THE WORK

The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. Change orders must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the change commences. All such work shall be executed under the conditions of the original Contract. Claim for extension of time caused thereby shall be made per the provisions of Article 7: Delays.

In giving instructions, the County shall 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 shall be made unless preceded by a County approved Change order and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways and included in the approved change order:

- a. By mutual acceptance of a fixed price, itemized and detailed with sufficient substantiating data, as requested by County, to permit evaluation.
- b. By unit prices named in the Contract or subsequently agreed upon.
- c. By cost and a fixed fee.

In the event the parties agree on the application of (c) above, a not-to-exceed amount will be included for approval in the change order. In this circumstance, Contractor shall keep and present in such form as the County may direct, a correct account of the net cost of labor and materials, together with vouchers, for application against the approved not-to-exceed amount in the change order. Contractor may invoice for overhead and profit or fee arising from such work in the last invoice under the change order, all of which is to be applied against the not-to-exceed amount. Any balance remaining in the not-to-exceed amount after final payment under the change order shall be adjusted out by change order.

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

Overhead Limit: 10% of direct cost;
Profit Limit: 5% of the sum of direct cost and overhead cost.

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

Contractor's cost, for additional work or changes requested by the Owner which result in an approved extension of time to the contract, shall 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 shall be prorated to the actual amount of extra time approved and shall 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 comp, unemployment taxes and benefits.

ARTICLE 22. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If the Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it shall give the 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 shall then be as provided for in Article 21 "Changes in the Work". No such claim shall be valid unless so made.

ARTICLE 23. DEDUCTIONS FOR UNCORRECTED WORK

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

The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the County may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days' time thereafter, the County may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

ARTICLE 24. RESERVED

ARTICLE 25. SUSPENSION OF WORK

The County may at any time suspend the work, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor upon written notice from the County to the Contractor to do so. If the suspension period extends for more than one day, then any days in excess of the first day of suspension will not be counted in computing the construction time for the project.

ARTICLE 26. THE COUNTY'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County after 3 days written notice to the Contractor, may, 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 the Contractor.

ARTICLE 27. RESERVED

ARTICLE 28. REMOVAL OF EQUIPMENT

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

ARTICLE 29. USE OF COMPLETED PORTIONS

The County shall have 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 shall not be deemed 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, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the County may determine.

ARTICLE 30. PAYMENTS WITHHELD

The 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 the County from loss because of:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another Contractor.

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

ARTICLE 31. RESERVED

ARTICLE 32. WARRANTY

The Contractor shall provide a written guarantee covering all costs for repair or replacement of defective work for a period of two years (or longer if noted elsewhere in the construction documents) from substantial completion. Contractor shall complete repair, or respond to County in writing with repair solution, within 72 hours of notification by owner. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty. Contractor's obligations under this Article shall survive termination or expiration of the Contract.

ARTICLE 33. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the 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 the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall pay to County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 34. RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 35. SEPARATE CONTRACTS

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

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

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

ARTICLE 36. CLAIMS AND DISPUTES

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

Written notice of each such claim, demand, dispute, controversy or difference shall be delivered by the Contractor to the County within 15 days of the occurrence of the event giving rise thereto and written supporting data will be submitted to the County within 45 days of such occurrence unless the County specifies a different period of time in writing to the Contractor. In his capacity as interpreter and judge, the County will not show partiality to County or Contractor and shall not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the 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.

This section does not relieve the Contractor of any statutory requirement relating to the presentation of claims to the Board of Supervisors of Pima County as a condition precedent to filing suit against the County.

The Contractor shall not cause a delay in the performance of the Contract because of any claim, demand, dispute, controversy or difference that may arise between the parties as a result of or in connection with this Contract.

If either the County or the Contractor is dissatisfied with any decision of the 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 37. CLEANING UP

The Contractor shall, as directed by the County, remove from the 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 38. FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT

(a) PURPOSE:

To provide guidelines for Contractors practices in prevention of and protection against fire causes, property damage and losses on County Construction projects' work.

(b) SCOPE:

Subject requirements shall be applicable to new construction, facilities remodeling, additions, and improvements projects' work conducted for Pima County. Contractor shall also comply with all applicable ordinances, laws, rules, and regulations of public authority having jurisdiction for fire prevention and protection.

(c) CONTRACTOR REQUIREMENTS:

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.
3. Fire extinguisher and devices will be inspected, serviced and maintained in accordance with manufacturer's instructions.

4. Fire Fighting and control equipment will be readily visible and unobstructed at all times; will not be made inoperative or used for other purposes.
5. Installation of fire protection piping and hydrants (as specified in bid documents) will be as prompt as possible so hose stream protection will be available when combustible materials arrive on site and potential fire causing operations begin.
6. Provide ready access for public fire department.
7. Provide safe temporary lighting and power services; properly insulate, ground, and substantially support strung wires; overloading of conductors and overfusing of circuits is prohibited; poor contacts and defective terminals, switches, wire and outlets will not be installed. Temporary electrical installations will be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.
8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases will be kept outside of buildings under construction; one day's working supply of such items may be inside at any time. Flammable fluids will be in approved containers only; open containers are prohibited.
9. Only flame resistant tarpaulins or coverings will be used for protecting stored supplies and equipment.
10. Smoking is prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas, as well as on any County-owned property. "No Smoking" signs will be posted accordingly.
11. Fires, welding, flame cutting, melting, and similar operations in combustible areas will not be left unattended.
12. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills will be cleaned up promptly.
13. All rags, waste, etc. soiled by combustible or flammable materials will be placed in tightly closed metal containers and disposed of daily.
14. Tar kettles will be located outside of and as far away as possible from building.
15. All portable cylinders of compressed gases will be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; will be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps will be in place when cylinders are not in use.
16. Welding and cutting operations will be performed only by competently proven personnel.
17. Construction debris will be removed from buildings and site daily. Reasonably good housekeeping will be maintained at all times.
18. All machines using cutting oil will have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below 100 degree F. will be used for cleaning equipment or parts.
20. No smoking or open fire of any kind will be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish will not be allowed to accumulate on project site.

22. Adequate precautions will be taken to protect extensive formwork and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, will have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
24. Regularly scheduled inspections will be made by Contractor's authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel will be instructed in their duties concerning safe fire protection practices.

ARTICLE 39. 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 ARS 41-844 on state, county, and municipal lands, and under ARS 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 shall belong to Pima County. No monetary compensation will be made to the 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 40. PRODUCT AND MATERIAL DATA SAFETY SHEETS

The contractor shall submit United States Department of Labor product or material data safety sheets on all materials used on the project. Only those forms issued by OSHA and United States Department of Labor will be acceptable.

ARTICLE 41. RESERVED

ARTICLE 42. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should the 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 shall be served immediately to the Facilities Management Department, and all work surrounding said materials or substances shall be ceased until directed to proceed. The Contractor is hereby advised that 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 shall be provided by Pima 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 shall be added to the contract as Additional Services, in accordance with the provisions of Article 22, and time extensions granted in accordance with the provisions of Article 7.

ARTICLE 43. WASTE DISPOSAL FACILITIES

The Contractor shall 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 shall apply.

ARTICLE 44. EXISTING CONDITIONS

The Contractor shall, before the conditions are disturbed, give immediate (within 8 hours) verbal notice to the onsite Construction Manager and/or onsite County representative to be followed up by written notice within 24 hours of initial discovery to the Construction Manager and County of:

- (a) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or
- (b) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The Construction Manager, Architect and/or County shall investigate the site conditions within 24 hours after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an adjustment shall be made pursuant to Article 21 of the General Conditions, Changes in the Work.

No request by Contractor for an adjustment to the contract under this clause shall be allowed, unless Contractor has given the written notice required; provided, that the time prescribed in this clause for giving written notice may be extended by the County.

No request by the Contractor for an adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

ARTICLE 45. RESERVED

ARTICLE 46. BUILDER'S RISK

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

END EXHIBIT C - GENERAL CONDITIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2026

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 Breinholt Anderson Insurance Consultants LLC 4140 E. Baseline Road, Suite 201 Mesa AZ 85206	CONTACT NAME: Nicole Manus PHONE (A/C, No, Ext): 480-935-7000 E-MAIL ADDRESS: certificates@baicins.com FAX (A/C, No): 480-935-7009														
INSURED Pavex Corporation 4001 E Michigan St Tucson AZ 85714	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Sentry Insurance Company</td> <td style="text-align: center;">24988</td> </tr> <tr> <td>INSURER B : Ohio Casualty Insurance Company</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentry Insurance Company	24988	INSURER B : Ohio Casualty Insurance Company	24074	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** 967309268**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	A0235065	12/7/2025	12/7/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A0235065	12/7/2025	12/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			A0235065	12/7/2025	12/7/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
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 Y	Y	A0235065	12/7/2025	12/7/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Inland Marine Leased/Rented Equipment Builders Risk			A0235065 BMO68305496	12/7/2025 8/25/2026	12/7/2026 8/25/2027	See Below \$250,000 Builders Risk \$1,000 Deductible \$1,000 Deductible 683,000

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

The General Liability and Business Auto policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and any additional entities listed, if any, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Business Auto policies contain the endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Business Auto and Workers Compensation policies provide a Waiver of Subrogation when required by written contract. Re project: Eric Marcus Municipal Airport Airfield Electrical Vault and PAPI/REIL Upgrades
 Additional Insureds include: Pima County and FAA
 Pima County is listed as Loss Payee with regards to Builders Risk coverage

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**
 - A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
 - B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
 - C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
 - D.** Lessor of Leased Equipment
 - E.** Owners or Other Interests From Whom Land Has Been Leased
 - F.** Manager or Lessor of Premise
 - G.** Mortgagee, Assignee, or Receiver
 - H.** Controlling Interest
 - I.** Co-owner Of Insured Premises
 - J.** Executors, Administrators, Trustees Or Beneficiaries
 - K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - L.** Vendors
 - M.** Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1)** A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a.** Your acts or omissions; or
 - b.** The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "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:

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", 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.

- b. "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.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" 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" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- 2) 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".

D. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

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

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

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

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Policy #A0235065

COMMERCIAL AUTO
CA 70 57 06 22

SPECIAL BROAD FORM AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. Broadened Who Is An Insured

Under **Section II - Covered Autos Liability Coverage**, the following is added to **Coverage A.1. Who Is An Insured**:

d. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or personal affairs.

e. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period; whichever is earlier; and
2. Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

f. For Any Covered "Auto":

Who Is An Insured is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision applies only if there is no similar insurance available to the entity described above.

2. Additional Insured by Contract, Agreement or Permit

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

- A. Any person or organization, where you have agreed by written contract to add as an additional insured, is an insured but only to

the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto Coverage Form.

The insurance afforded under this provision only applies if the "bodily injury" or "property damage" occurs:

1. During the policy period, and
2. After the execution of such written contract, and
3. Prior to the expiration of the period that the written contract requires such insurance to be provided to the additional insured.

- B. This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

1. The person or organization is a Named Insured under such other insurance; and
2. Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

3. Waiver of Transfer of Rights of Recovery

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with the respect to coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s), and
- B. Prior to the "accident" or the "loss."

4. Broadened Supplementary Payments

Coverage Extension **2.a. Supplementary Payments** under **Section II - Covered Autos Liability Coverages** is amended as follows:

- A. Paragraph **2.a.(2)** is amended to pay up to \$3,000 for cost of bail bonds; and

B. Paragraph **2.a.(4)** is amended to pay for loss of earnings up to \$500 a day because of time off from work.

5. Fellow Employee Bodily Injury Extension

The Fellow Employee exclusion contained in **Section II - Covered Autos Liability Coverage** does not apply.

6. Accidental Airbag Discharge

The following is added to Exclusion **B.3.a.** under **Section III - PHYSICAL DAMAGE**:

This exclusion does not apply to the accidental discharge of an airbag in a covered auto for a loss that Physical Damage Coverage is shown in the Declarations.

7. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

8. Physical Damage Coverage Extensions

The following replaces the **Coverage Extensions** under **Section III - PHYSICAL DAMAGE**:

a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger, truck or van type with a Gross Vehicle Weight of less than 10,000 pounds.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expense if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

9. Rental Reimbursement

- A.** For any covered "auto" for which Comprehensive and Collision coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

- B.** We will pay up to the limit shown in the Declarations for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

- C.** 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:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
2. The number of days shown in the Schedule.

- D.** Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".

- E.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- F.** If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

- G. Our payment under this coverage extension is excess over any other rental reimbursement coverage available to you.

10. Hired Auto Physical Damage

- A. If you have Comprehensive or Specified Causes of Loss and Collision Coverages provided on your owned "autos" you may extend Physical Damage Coverage to any "autos" you lease, hire, rent or borrow; provided you have Liability Coverage for hired "autos".
- B. The hired "auto" must be of like kind and used as the "autos" owned and covered under this Coverage Form.
- C. The most we will pay for "loss" to any hired "auto" in any one "accident" is the least of the following amounts:
- (1) \$75,000
 - (2) The actual cash value of the hired "auto" at the time of the "loss"
 - (3) The cost of repairing or replacing the hired auto" with other property of like kind and quality
- D. The following deductible provisions apply:
- (1) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage shown in the Declarations.
- E. Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" under this coverage extension.

11. Auto Loan And Lease Gap Coverage

Section III - PHYSICAL DAMAGE is amended by the addition of the following:

- A. In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
- (1) The amount paid under the policy's Physical Damage Coverage; and
 - (2) Any:
 - (a) Overdue or any deferred lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned 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.

- B. This coverage extension applies to covered autos that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage. The "loss" must be caused by damage for which coverage is shown in the Declarations.

- C. For the purposes of this clause, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by the Auto Loan and Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

12. Personal Effects

The following is added to **A.4. Coverage Extensions** under **Section III - Physical Damage Coverage**:

- A. We will extend Physical Damage Coverage on a covered "auto" to include personal property owned by you, a relative or an "employee" that is in the covered "auto" at the time of "loss". The "loss" must be caused by damage for which coverage is shown in the Declarations. There must be evidence of forced entry for loss caused by theft.
- B. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designated for use with audio, visual or data electronic equipment does not apply.
- C. The most we will pay for any one "loss" under this coverage extension is \$2,000. No Physical Damage Coverage deductible applies to this coverage extension.
- D. Coverage provided by this Personal Effects extension is excess over any other collectible insurance.
- E. The coverage extension does not apply to the following property:
- (1) Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment;
 - (2) Tools;
 - (3) Jewelry, precious metals and loose gems;
 - (4) Money and securities; or

- (5) Property specifically insured or covered under the Business Personal Property Coverage of this policy.

13. Glass Deductible

Under **Section III - PHYSICAL DAMAGE**, the following is added to **A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles** Coverage:

The Comprehensive Coverage deductible shown in the Declarations does not apply to glass breakage if such glass is repaired rather than replaced.

14. Broad Knowledge Of Accident, Claim, Suit Or Loss

Under **Section IV - Business Auto Conditions**, the following is added to **Loss Conditions A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of an insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, executive officer or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

15. Unintentional Failure To Disclose Hazards

Under **Section IV - Business Auto Conditions**, the following is added to **General Conditions B.2. Concealment, Misrepresentation Or Fraud**:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

16. Mental Anguish

- A.** The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

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

- B.** The following definition is added to **Section V - Definitions**:

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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

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
Insured

Policy No. A0235065

Endorsement No.
Premium

Insurance Company

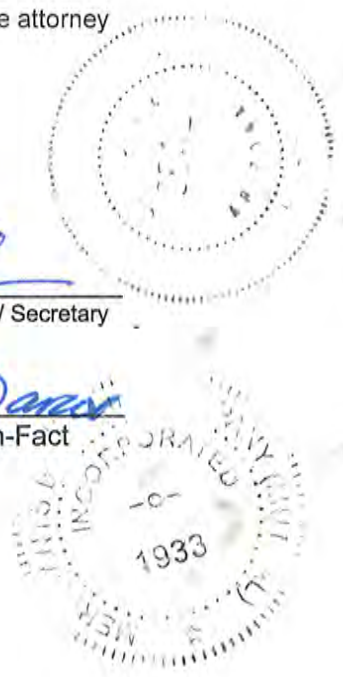
Countersigned by _____

WC 00 03 13

(Ed. 4-84)

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SPECIMEN COPY



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. 101620221

Pavex Corp

(hereinafter "Principal"), as Principal, and Merchants Bonding Company (Mutual)
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa,
with its principal office in the City of Des Moines, IA, 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 **\$683,000.00 Six Hundred Eighty Three Thousand and 00/100 Dollars**, 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 08/25/2026
for:

**IFB-2600004162 - Eric Marcus Municipal Airport Airfield Electrical Vault and Papi/Reil Upgrades
Project**

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, 2026.

Witness our hands this 24th day of July, 2026.

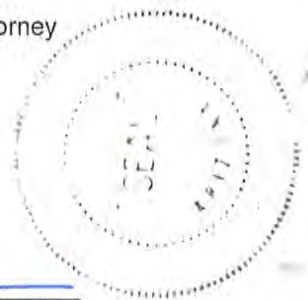
Pavex Corp

By: Jinous Samsam, Vice-President / Secretary

Principal
Merchants Bonding Company (Mutual)

By: Desirae Darko
Desirae Darko, Attorney-in-Fact

Surety





Insurance Producer Endorsement

This endorsement changes the policy/bond to include:

Your agent/agency for this policy is:

**INSURICA Southwest Insurance Services, LLC
4686 E. Van Buren #310
Phoenix AZ 85008
602-273-1625**

All other terms and conditions of the policy/bond remain unchanged.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blake C Johnson; Cliff Spickler; Desirae Darko; Lori L Dawson-Brown; Nick Duckworth; Wendy Capirci

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of June, 2025

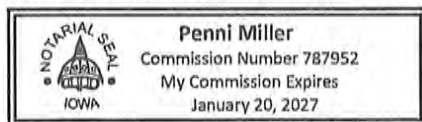


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of July, 2026



Elisabeth Sandersfeld
Secretary

