

COB - BOSAIR FORM

06/02/2026 1:54 PM (MST)

Submitted by James.Johnson@pima.gov



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 WW PO2600016329

Award Type: Contract

BOSAIR Activity: Board Meeting Request

Requested Board Meeting Date: 06/23/2026

Supplier / Customer / Grantor / Subrecipient: Pro-Pipe Services, LLC

Project Title / Description: Conveyance System Closed Circuit Television Inspection Services

Purpose: Award: Contract No. PO2600016329. This award of contract is recommended to the lowest, responsive, responsible bidder in the amount of \$1,971,462.50 for a contract term of 07/01/26 to 06/30/27 to provide Conveyance System Closed Circuit Television Inspection Services. Administering Department: Regional Wastewater Reclamation.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Invitation for Bid (IFB) No. IFB-2600001972 was conducted in accordance with A.R.S. § 34-201 and Pima County Procurement Code 11.12.010. One (1) responsive bid was received. Due to limited subcontracting opportunities, no Small Business Enterprise (SBE) goal was established for this project.

Attachments: Notice of Recommendation for Award and Contract

Program Goals/Predicted Outcomes: Capacity, Management, Operation, and Maintenance (CMOM) compliance for 10-year system wide inspection.

Public Benefit and Impact: Reduction in public overflows and improved prioritization for sewer rehabilitation.

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:

The Contractor's 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 WW PO2600016329

Document Type:

PO

Department Code:

WW

Contract Number:

PO2600016329

Commencement Date:

07/01/2026

Termination Date:

06/30/2027

Supplier / Subrecipient Headquarters Location

Tolleson, AZ

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$1,971,462.50

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required:

Regional Wastewater Reclamation Department Enterprise Fund

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department:

Procurement

Name:

James Johnson



Telephone:

520-724-7465

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature:



Date: 6/4/2026 | 1:05 PM MST

Procurement Director Signature:

Bruce D Collins

Date: 6/4/2026 | 1:31 PM MST

Department Director Signature:

Amel Nivela

Date: 6/5/2026 | 9:10 AM MST

Deputy County Administrator Signature:



Date: 6/8/2026 | 9:28 AM MST

County Administrator Signature:

Gar

Date: 6/8/2026 | 10:47 AM MST



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: May 14, 2026

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. **IFB-2600001972 for Conveyance System Closed-Circuit Television Inspection Services** that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after June 9, 2026.

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

<u>AWARDEE</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
Pro-Pipe Services, LLC	\$1,971,462.50	\$1,971,462.50

OTHER RESPONDENTS

None

Engineer's Estimate: \$2,268,471.75 (Rev. 5/7/26)

Issued by: James Johnson, CPPB, Procurement Officer

Telephone Number: 520.724.7465

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 REGIONAL WASTEWATER RECLAMATION DEPARTMENT

PROJECT: Conveyance System Closed Circuit Television Inspection Services

CONTRACTOR: Pro-Pipe Services, LLC
4761 N. Highway Drive
Tucson, AZ 85705

CONTRACT NO.: PO2600016329

AMOUNT: \$1,971,462.50

FUNDING: Regional Wastewater Reclamation Department Enterprise Fund

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 Pro-Pipe Services, LLC, 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 provide Conveyance System Closed-Circuit Television Inspection Services ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. IFB-2600001972 (the 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 July 1, 2026, and terminates on June 30, 2027, unless sooner terminated or further extended pursuant to the provisions of this Contract. The Parties may renew this Contract for up to 4 additional 1-year periods or any portion thereof.
- 2.2. Construction Completion. Construction completion time for the work to be performed under this Contract will be as agreed upon per assignment by County and Contractor based on the requirements stated in the Exhibit B – Scope of Work (11 pages).
- 2.3. Extension Options. The Parties may renew this Contract for up to 4 additional one-year periods or any portion thereof. Any modification or extension shall be by formal written amendment executed by the Parties. Amendments to the Contract must be approved by the Board of Supervisors or by the Procurement Director, as required by the Pima County Procurement Code, before any work under the Amendment commences. Bid Schedule unit prices incorporated under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to unit prices in connection with any extensions of the contract term. Requests for unit price adjustments must be fully documented and are subject to review and approval by County. Funding amounts for each renewal period shall be established prior to issuance of the contract amendment and are subject to any current budget limitations or non-appropriation of funds.

3. **Scope of Services.** Contractor will provide County all labor, materials and equipment necessary to complete the project as described in Exhibit B – Scope of Work. All work will be done per specifications called for in the bid documents in Pima County Solicitation Number IFB-2600001972, Exhibit A – Bid Schedule (3 pages), Exhibit C – General Conditions (10 pages), PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, and other documents incorporated into this Contract.
4. **Compensation and Payment.**
 - 4.1 Compensation. County will pay Contractor as specified.
 - 4.1.1 Invoices. Contractor will provide detailed documentation in support of requested payment. Contractor must cite the Contract number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.
 - 4.1.1.1 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
 - 4.1.2 Price. Total payment for this Contract will not exceed (\$1,971,462.50). Payment for this Contract will be made based on Exhibit A - Bid Schedule submitted by Contractor in response to Solicitation No. IFB-2600001972. County will pay line items for which the “Unit” is defined as L.S. as “Lump Sum”. County will measure and pay the unit price for the actual quantities of work performed for other line items for which the “unit” is defined as a unit of measure (i.e., “each”, “L.F.”, etc.) and for which there is a Unit Price in accordance with the Pima Association of Governments Standard Specifications for Public Improvements (“Standard Specifications”). The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.
 - 4.1.3 Work Performed. Contractor will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Contractor’s own risk.
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. 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 three 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 its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.
- 5.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
- 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, its 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.

Remainder of Page Intentionally Left Blank

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

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 and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.
- 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-SBE Subcontractors may be approved at the discretion of County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of County. Approval for substitution of SBE Subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Section 20.28.050 of the Pima County Code have been met.

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 insure 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 3 days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the judgment of County the findings warrant such action, the time for completing the work may be extended.
- 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:
- | | |
|--|---|
| <u>COUNTY:</u>
Jackson Jenkins, Director
Pima County Project Design & Construction Department
201 N. Stone Ave., 8th Floor
Tucson, AZ 85701
Tel: (520) 724-6525 | <u>CONTRACTOR:</u>
Ken Bunes, Director of Operations
Pro-Pipe Services, LLC
4761 N. Highway Drive
Tucson, AZ 85705
Tel: (602) 872-6708 |
|--|---|
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-2600001972 – Conveyance System Closed-Circuit Television Inspection Services, Exhibit A – Bid Schedule, Exhibit B – Scope of Work, Exhibit C – General Conditions, Special Provisions, Bonds (Bid, Payment, and Performance Bonds), Technical Specifications and Plans, Construction Documents, Drawings and Specifications, 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 C – General Conditions
 - 21.2.3. Scope of Work, Special Provisions, Technical Specifications, and Plans
 - 21.2.4. Contractor Response to the Solicitation
 - 21.2.5. Instructions to Bidders
 - 21.2.6. 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.
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.

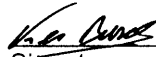
- 34. **Amendment.** Except for the amendment provision above in Section 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
- 35. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 36. **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).

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

APPROVED:

CONTRACTOR:

Chair, Board of Supervisors



Signature

Date

Ken Bunes, Director of Operations
Name and Title (Please Print)

05/27/2026
Date

ATTEST:

Clerk of the Board

Date

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

Pima County Procurement Department
IFB-2600001972
Conveyance System Closed-Circuit Television Inspection Services



EXHIBIT A – BID SCHEDULE (3 pages)

IFB-2600001972

CONVEYANCE SYSTEM CLOSED-CIRCUIT TELEVISION INSPECTION SERVICES

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 set in this Exhibit A. Failure to sign Page 1 of 3 of this Bid Schedule shall result in Bid being deemed nonresponsive.

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

Addenda #	By (Bidder Initials)	Date	Addenda #	By (Bidder Initials)	Date
1	KB	03/05/26			
2	KB	03/05/26			
3	KB	03/19/26			

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.

SIGNATURE: *Ken Bunes* DATE: 03/23/2026
 PRINTED NAME & TITLE: Ken Bunes, Director of Operations
 LEGAL COMPANY NAME: Pro-Pipe Services, LLC
 ADDRESS: 4761 N. Highway Drive
 CITY: Tucson STATE: AZ ZIP: 85705
 TELEPHONE NO.: (602) 872-6708 EMAIL: kbunes@pro-pipe.com; pro-pipebidbox@pro-pipe.com
(800) 784-7473
 CORPORATE HEADQUARTERS (CITY, STATE) Tolleson, AZ 85353
 ARIZONA CONTRACTOR'S LICENSE NUMBER: 363577 CLASS: A-12
 ARIZONA CONTRACTOR'S LICENSE NUMBER: See above CLASS: See above
 SAM.GOV Unique Entity Identifier (UEI): ME2XGUHJ1VZ1

EXHIBIT A - BID SCHEDULE

IFB-2600001972

Conveyance System Closed-Circuit Television Inspection Services

Bid Schedule			Pro-Pipe Services, LLC		
Base Bid					
Code	Description	UOM	Quantity	Price	Total Cost
1	CCTV Inspection of 4” to 15” Sanitary Sewer Pipe, Complete	Linear Foot/Feet	1,100,000	\$ 0.29	\$ 319,000.00
2	Cleaning including root intrusion and/or any foreign inclusions of existing 4” to 15” Sanitary Sewer Pipe, Complete	Linear Foot/Feet	1,100,000	\$ 0.38	\$ 418,000.00
3	Siphon Cleaning existing of 4” to 16” Sanitary Sewer Pipe, Complete	Hour	400	\$ 375.00	\$ 150,000.00
4	Laser Profiling of existing 4” to 15” Sanitary Sewer Pipe, Complete	Linear Foot/Feet	2,000	\$ 3.50	\$ 7,000.00
5	Tap cutting of protruding taps into existing 4” to 15” Sanitary Sewer Pipe, Complete	Each	150	\$ 52.50	\$ 7,875.00
6	Lateral Launching into taps in existing 4” to 15” Sanitary Sewer Pipe, Complete	Each	250	\$ 52.50	\$ 13,125.00
7	CCTV Inspection of existing 16” to 29” Sanitary Sewer Pipe, Complete	Linear Foot/Feet	150,000	\$ 0.35	\$ 52,500.00
8	Cleaning including root intrusion and/or any foreign inclusions of existing 16” to 29” Sanitary Sewer Pipe, Complete	Linear Foot/Feet	150,000	\$ 0.90	\$ 135,000.00
9	Sonar Profiling of existing 18” and larger Sanitary Sewer Pipe, Complete	Linear Foot/Feet	3,000	\$ 3.50	\$ 10,500.00
10	Laser Profiling of existing 15” to 29” Sanitary Sewer Pipe, Complete	Linear Foot/Feet	3,000	\$ 3.50	\$ 10,500.00
11	Tap cutting of protruding taps into existing 15” to 29” Sanitary Sewer Pipe, Complete	Each	50	\$ 52.50	\$ 2,625.00
12	Lateral Launching into taps in existing 15” to 29” Sanitary Sewer Pipe, Complete	Each	25	\$ 52.50	\$ 1,312.50

IFB-2600001972

Conveyance System Closed-Circuit Television Inspection Services

13	CCTV Inspection of existing 30” and Larger Sanitary Sewer Pipe, Complete	Linear Foot/Feet	75,000	\$ 0.40	\$ 30,000.00
14	Cleaning including root intrusion and/or any foreign inclusions of existing 30” and Larger Sanitary Sewer Pipe, Complete	Linear Foot/Feet	25,000	\$ 2.10	\$ 52,500.00
15	Siphon Cleaning of existing 18” and Larger Sanitary Sewer Pipe, Complete	Hour	400	\$ 375.00	\$ 150,000.00
16	Laser/Lidar Profiling of existing 30” and Larger Sanitary Sewer Pipe, Complete	Linear Foot/Feet	1,000	\$ 3.50	\$ 3,500.00
17	Tap cutting of protruding taps into an existing 30” and Larger Sanitary Sewer Pipe, Complete	Each	5	\$ 52.50	\$ 262.50
18	Lateral Launching into taps in 30” and Larger Sanitary Sewer Pipe, Complete	Each	5	\$ 52.50	\$ 262.50
19	Manhole Inspection – Level 2	Each	2,700	\$ 110.00	\$ 297,000.00
20	Mobilization - 2-hour response to an emergency location	Lump-Sum	20	\$ 525.00	\$ 10,500.00
Base Bid Total:			\$1,671,462.50		

Allowance

Code	Description	UOM	Quantity	Price	Total Cost
21	Force Account – Traffic Control, Miscellaneous Invoices	Each	1	\$ 300,000.00	\$ 300,000.00

Allowance Total: **\$300,000**

Total Bid (Base Bid + Allowance): **\$1,971,462.50**

**Pima County Procurement Department
IFB-2600001972
Conveyance System Closed-Circuit Television Inspection Services**

EXHIBIT B - SCOPE OF WORK (11 pages)

I. GENERAL BACKGROUND

SYSTEM DESCRIPTION

The Pima County Regional Wastewater Reclamation Department's (PCRWRD) conveyance systems consist of nearly 3,500 miles of public separate sanitary sewers, of which approximately 350 miles are considered trunks or interceptor sewer (15 inches in diameter and larger). The conveyance system is located throughout the County; including the jurisdictions of the City of Tucson, South Tucson, and the neighboring towns of Marana, Oro Valley, and Sahuarita; and unincorporated communities such as Summerhaven (Mt. Lemmon), Arivaca Junction, Avra Valley, Green Valley, Vail, Corona de Tucson, and Catalina. The system dates from September 1900 to the present and was built using various materials including reinforced concrete (lined and unlined; vertically cast), asbestos cement, ductile iron pipe (DIP), salt glazed clay pipe, vitrified clay pipe (VCP), plastic truss pipe, and polyvinyl chloride (PVC). The overall conveyance system presently collects approximately 65-mgd Average Dry Weather Flow (ADWF) throughout the county's 370 ± square mile service area. The services to be provided by the Contractor shall focus on CCTV inspection and sewer cleaning of the conveyance system.

II. SCOPE OF SERVICES

The primary purpose of this project will be to utilize a joint combination of hydraulic jetting and visual inspection of PCRWRD sanitary sewage conveyance system. The Contractor awarded this contract shall have all their Operators certified with a minimum ADEQ Wastewater Collections Grade 1 and Pipeline/Manhole/Lateral Assessment and Certification Program (PACP/MACP/LACP) verified through National Association Sewer Service Company (NASSCO). PCRWRD shall initiate this contract to obtain an accurate evaluation of the system integrity. This contract may require that all sewer segments be cleaned mechanically or by hydraulic jetting prior to any Closed Circuit Televising (CCTV) inspection and CCTV recording. The successful completion of this contract shall provide PCRWRD with a visual inspection and CCTV records of the interior of the involved sewer segment(s). The Contractor shall self-perform all CCTV and cleaning activities. The Contractor shall determine the current structural integrity using NASSCO inspection assessments on PCRWRD's sanitary sewage conveyance system. In addition to the inspection assessment the location of all connections i.e., lateral, house service and building service connections shall be noted and GPS coordinates are documented. An accurate measurement of each inspected sewer asset shall be documented and recorded. These inspections shall be performed while insuring no sanitary sewer overflows (SSOs) occur due to these inspections or related cleaning activities. This contract shall produce inspection and condition assessment of PCRWRD Conveyance System. Due to the extent of this contract, it is anticipated that more than one crew shall be required to complete the work within the required 5-year period. The Contractor shall have a minimum of 5 CCTV trucks, 1 CCTV lateral launch truck and 4 Hydrovac cleaning trucks available at all times 24/7. When RWRD Project Manager notifies the Contractor of a situation requiring a 2-hour emergency response the Contractor shall be compensated for their mobilization by the line-item Mobilization. If the Contractor is unable to respond within the 2-hour response time frame, then the Contractor will not be compensated for the mobilization. Mobilization will be measured for payment by the lump sum as a single complete unit of work. The basis for payment shall be in accordance to Section 901, Mobilization, of the COTIPC Standards Specifications for Public Improvements.

The required software for this contract is to be in accordance with the latest NASSCO certified software used by Pima County Software shall be determined by PCRWRD – Contractor is required to update and maintain all modules and software to be compatible with RWRD at no additional cost to the contract). **No substitutions will be allowed.**

This Project will be field intensive and will require the Contractor to have a good working knowledge and understanding of PCRWRD Sanitary Sewage Conveyance System.

In summary, the Contractor shall perform the following tasks on a given area, project-by-project basis:

- Review and compile all available data provided by PCRWRD.
- Plan and schedule all CCTV and Cleaning activities for each week.
- Capable of responding to a specific job site within 2 hours of notification from PCRWRD.
- Perform field reconnaissance for location and access to appropriate manholes.
- Communicate and coordinate with the public in an effective, efficient, and professional manner.
- Immediately report any urgent maintenance actions to PCRWRD Conveyance Division.
- Coordinate urgent maintenance requirements with PCRWRD Conveyance Division.
- Provide traffic control and coordinate all traffic control requirements with appropriate jurisdictions.
- Perform the CCTV inspection, by a Certified NASSCO PACP/MACP/LACP, ADEQ Wastewater Collections Grade 1 operator, and provide the appropriate inspection data and Condition Assessment.
- Report any critical deficiencies or defects found in the sanitary sewer system.
- Provide all terrain access vehicles when needed.
- Perform all required quality control.
- Store and maintain videos and reports on-site for minimum 5 years organized by project number provided by PCRWRD. Have backups that are accessible within 24 hours.

The **Contractor** will perform the following tasks, along with their respective subtasks, within the one-year performance period:

- TASK II.1. CONTRACTOR TASK MANAGEMENT
- TASK II.2. CLOSED CIRCUIT TELEVISION (CCTV) SERVICES
- TASK II.3. WORK ORDER REPORTING

All fieldwork shall be performed on a PCRWRD work order system already established within the PCRWRD database. A project may be one work order or multiple work orders. Each work order and/or project shall be completed and accepted by PCRWRD before proceeding to the next work order and/or project. The Contractor shall follow the established work order sequence and organize all related work accordingly. These tasks and subtasks are described in detail herein.

TASK II.1 WORK ORDER MANAGEMENT

The services provided under this task relate to monitoring the progress and performance of the Contractor. The Contractor's Project Manager must have been employed by the company for a minimum of (5) years, must hold a current ADEQ Wastewater Collections Grade 3 Certification, and must be locally present during performance of the contract. The Contractor selected for this contract shall be responsible for the effective, timely, efficient, and environmentally sound completion of the required work and shall also be held fully accountable for the conduct and actions of their staff.

Subtask II.1.1. Kick-Off Meeting

- II.1.1.a. The Project Manager shall conduct a workshop meeting for the kick-off. At the kick-off meeting the Project Manager shall:
 - Introduce the task team.
 - Establish task goals.

- As directed and agreed upon with PCRWRD:
 - Establish lines of communication between the Contractor and PCRWRD Conveyance Staff.
 - Establish formats for deliverables following PCRWRD approved standards.
 - Establish public notification procedures following PCRWRD approved standards.
 - Provide an electronic and hard copies of the contact information for PCRWRD staff and the **Contractor's** staff involved with this contract.

II.1.1.b. The Contractor shall prepare the agenda in consultation with the PCRWRD Project Manager and shall prepare minutes of the meeting.

Subtask II.1.2. Progress Meetings and Progress Reports

II.1.2.a Monthly meetings (estimated duration 1 hour) shall be for the purpose of discussing the submittals of videos, databases, maps and reports. The Contractor shall be responsible for the minutes of each meeting and for submittal of a copy of the minutes to the Project Manager within five (5) working days of the date on which the meeting was held. This is in addition to the normal day-to-day communications between the Contractor and PCRWRD.

Subtask II.1.3. Subcontractor Management

II.1.3.a. Due to the extent of this contract the Contractor may self-perform or Subcontract Traffic Control responsibilities.

II.1.3.b. The Contractor shall provide qualified, PCRWRD approved Traffic Control Subcontractors to perform the traffic control that the Contractor is not self-performing. The Contractor shall be responsible for insuring that the traffic control Subcontractor is performing within the guidelines established herein, in a timely manner, and shall not adversely impact the overall project schedule.

Subtask II.1.4. Traffic Control

If work takes place in the traveled portion of the public right-of-way, such that it is necessary to alter the normal pattern of traffic in order to safely accomplish the work, the Contractor or its designated Subcontractors, shall provide the required traffic control plan and shall be responsible for obtaining permits required by the governing jurisdiction.

II.1.4.a. The Contractor and/or its Subcontractors shall be responsible for providing and maintaining all necessary traffic control and safety devices as required by the appropriate regulating departments or agencies of all towns or jurisdictions included in this contract. The Contractor and/or its Subcontractors shall contact each one of the Traffic Engineers of the respective Public Works or Transportation Departments for Marana, Oro Valley, Pima County, Sahuarita, South Tucson, City of Tucson, or any other relevant governing jurisdiction, to insure that this contract complies with the traffic control requirements of that jurisdiction. These requirements may include, where necessary, off-duty law enforcement officers to control traffic as required by the Traffic Engineer for the City of Tucson (COT), if within the City of Tucson's City Limits.

II.1.4.b. The Contractor and/or its Subcontractor shall be responsible for contacting each one of the Traffic Engineers of the respective Public Works or Transportation Departments for Marana, Oro Valley, Pima County, Sahuarita, South Tucson, City of Tucson, or any other relevant governing jurisdiction, to verify the times that the Contractor and/or Subcontractors may enter the right-of-way to perform cleaning and/or CCTV inspections.

There are several restrictions during certain times of the year that the Contractor and Its Subcontractors shall coordinate with the appropriate agency to avoid problems. The Contractor and/or Subcontractors shall be responsible for securing all necessary permits to work within the right-of-way as may be required by the regulating departments or agencies of all towns or jurisdictions included in Pima County. If the work is within or across a State of Arizona or Union Pacific Railroad right-of-way or the right-of-way of another public or private entity, the Contractor and/or Subcontractors shall be required to secure the proper rights of entry or permits required to work within these properties.

- II.1.4.c. Because the extent of traffic control is unknown at this time, the fee for this subtask shall be paid as a direct charge without markup, under the Force Account line item. If the extent of the traffic control required exceeds the bid line item amount for Force Account, the Contractor shall notify PCRWRD as soon as the Contractor recognizes this fact so that PCRWRD can initiate a modification to the contract to cover the additional Traffic Control cost.

Subtask II.1.5. Field Procedures

The intent of this contract is for PCRWRD to document the structural integrity and condition of the entire public sanitary sewer conveyance system. The Contractor shall perform a detailed condition assessment and NASSCO ranking of all completed segments of the system.

- II.1.5.a. The Contractor shall coordinate all of the work activities so as to guarantee minimum interference with normal sanitary sewer operation and procedures while ensuring no releases of sewage.

If during the cleaning and/or Closed Circuit Televising operation, raw sewage is spilled, discharged, toilet blown, leaked or otherwise deposited in the open environment due to the Contractor's work, the Contractor shall immediately notify PCRWRD **Operations Communications Center (OCC): 520-724-3400 available 24/7** to report the issue. The Contractor shall document the amount of sewage released, photograph the area where the release occurred, and disinfect the area affected. If professional cleanup is required, the Contractor shall provide all services to remedy the situation at no cost to PCRWRD. The Contractor shall be responsible for any fines, penalties, or other cost imposed upon PCRWRD by any agency or private party as a result of the spill or improper discharge by the Contractor. The Contractor shall provide the Conveyance Division, SSO Section, a Damage Resolution Report documenting the address, amount of sewage discharged, all photos taken, and the resolution within 24 hours of the discharge. If Resolution Report has not been completed due to the customer not willing to agree then within 24 hours the Contractor shall submit a Resolution Plan to the SSO Section.

- II.1.5.b. The Contractor is expected to access system features within public right of ways or easements while at the same time respecting, to the extent possible, private property rights. A portion of this contract will require nighttime activities, during low flow conditions. The Contractor shall take all provisions necessary to keep noise and lights to a minimum, while at the same time performing all their operations with diligent safety standards for themselves and the general public.

- II.1.5.c. All attempts shall be made to respect non-standard access to private property and utmost professional courtesy when contacting the general public. In addition to the proximity of private property, the Contractor may expect that some of the involved easements are located in remote and heavily vegetated or landscaped areas. This situation could be expected especially in or around residential neighborhoods where public easements are not clearly marked or established, and some degree of landscaping encroachment has been tolerated. Vehicular access shall be controlled and limited to existing rights-of-way and access roads in order to avoid and minimize damaging the existing vegetation,

except when the only access possible is from existing washes. Manholes and pipeline locations without vehicle access will require inspection equipment to be hand carried to the site location. Any other alternative method shall be approved by PCRWRD prior to accessing the feature.

- II.1.5.d. If trimming of vegetation is required, it shall be limited to the area around the system feature requiring access and that area only. In this event, the Contractor shall fully comply with all applicable local, state, federal vegetation and riparian codes, ordinances, regulations, protocols and guidelines including but not limited to:
 - Health, Noise, and Safety Regulations
 - Dust Control Regulations
 - Native Vegetation Ordinances
 - Riparian Habitat Ordinances
 - Endangered Species.
- II.1.5.e. All trimmed or disturbed vegetation shall be removed from the area and disposed of in approved County landfills or composting facilities at the Contractor's expense.
- II.1.5.f. The Contractor shall clearly identify its personnel as PCRWRD authorized agents for this contract. The Contractor's field personnel shall wear safety vests, display badges (photo ID's) and carry a copy of the Notice to Proceed at all times.
- II.1.5.g. The Contractor shall immediately notify PCRWRD of any observations of possible hazardous materials, waste, or any other type of potential problem affecting the protection of the environment that may be encountered in or around a work area.
- II.1.5.h. The Contractor shall identify and report to PCRWRD any abnormal condition found in the system requiring maintenance. There are two categories of abnormal conditions: urgent and non-urgent. The difference is that urgent conditions may affect the flow or public health and shall be reported immediately. Urgent conditions that are reported shall be accompanied with video, pictures, or any supporting data to be provided immediately (less than 1 hour). If the video is available, it shall be provided in either DVD or Flash- Drive format.

When an urgent situation is found, the Contractor's responsibility is to report IMMEDIATELY to:

Operations Communications Center (OCC): 520-724-3400 available 24/7.

At a minimum, the following information shall be provided:

- Facility feature number
- Address
- Location
- How to access the area, and if there are any special conditions that the response team needs to know about the area (Private property, gates, fences, or vehicle size limitations)
- Best description of the situation

Urgent conditions include but are not limited to:

- A broken sewer line or sewer line with hole in it
- Sags in the lines (With a 30% or more deflection)
- Partial and full line blockages
- Surcharging manholes
- Collapsed structures (benches, crowns, and walls)
- Missing or broken manhole covers, frames, and cement collars
- Bee Hives
- Apparent Vandalism

II.1.5.i. The non-urgent conditions are all other conditions that although abnormal, can be notified at the end of the day because they are not critical to the system's operation.

Once notified, PCRWRD personnel will make the determination of what actions are required.

II.1.5.j. In the event that it is determined that the Contractor failed to follow these notification procedures by either neglect or lack of due diligence, resulting in Pima County being sued or fined by any of the monitoring agencies, the Contractor will be charged for all associated costs (e.g. PCRWRD mitigation, fines, legal costs).

II.1.5.k. No entrance, for any reason, into the public sanitary sewage system's confined spaces shall occur without the expressed consent of PCRWRD (Conveyance Division) and the utilization of proper safety provisions as required by OSHA. The Contractor shall submit a Confined Space Entry Program for review and approval by PCRWRD prior to the Notice to Proceed. The Contractor shall follow the Contractors Confined Space Entry Program procedures.

Subtask II.1.6. Resident Notification

During the life of the contract, residents may need to be notified of cleaning or CCTV inspection activities. If and when warranted, all the residents within the proposed work area shall be notified of the estimated timing, duration, and type of activities to be performed in the area. The Contractor shall communicate and coordinate with the public in an effective, efficient, and friendly manner in order to be a "good neighbor" and foster their cooperation during the task.

II.1.6.a. The **Contractor** shall present and submit for PCRWRD approval the proposed notification letter.

The resident's addresses and information are available on the PCDOT GIS data files. If notification is required, notifications shall be mailed and/or hand delivered to residents a minimum of one week prior to the actual cleaning and/or CCTV inspection activity. The Contractor's field crews shall carry a copy of the notification letter at all times.

II.1.6.b. Every effort shall be made to determine if a neighborhood or homeowner association exists within the proposed work area. If such an organization is active, it shall also be included in the notification procedures. The Contractor shall contact the PCRWRD Community Relations Office for a list of known neighborhood associations with their respective points of contacts (POC). The list shall be part of the final report for the project.

Subtask II.1.7. Cleaning

This contract may require cleaning of the sewers prior to CCTV activities, including manhole wash down and siphons. The Contractor is required to purchase and maintain the water meters that will be used during the cleaning process. The Contractor shall provide all materials, labor and supervision, necessary to clean the collection system. The purpose of cleaning is so that all potential defects are not obscured and the true physical condition of the sewer can be ascertained.

- II.1.7.a. The Contractor's Hydrovac trucks shall have a minimum of 900 feet of hose which shall be capable of producing 80 gpm and 2500 psi. and the Contractor shall have a vehicle having the capability to recycle water during the cleaning process. The hydrovac trucks shall be equipped with on-board spill kits.
- II.1.7.b. The Contractor shall supply equipment for sewer cleaning capable of removing sewage solids, sludge, roots, grease, grit, dirt, rocks, rags, fixed deposits, grout, protruding taps and other deleterious materials and obstructions from sewers without damage to the existing sewer pipes. The Contractor shall use equipment that will efficiently clean the pipe and remove solids from the collection system in a minimum amount of time. After the pipe has been cleaned it should be at no less than 95% of its original pipe capacity.
- II.1.7.c. Cleaning methods that may be used include, but are not limited to, high velocity hydraulic cleaners. Other methodologies recommended by the Contractor must be approved by PCRWRD. The Contractor shall protect the integrity of the collection system and all manholes from damage during the cleaning operations.
- II.1.7.d. The Contractor shall remove sewage solids, sludge, roots, grease, grit, dirt, rocks, rags, and other debris resulting from the cleaning operation at the next downstream manhole. The Contractor shall not pass material from an upstream segment to the next downstream segment. When hydraulic or mechanical cleaning equipment is used, the Contractor shall construct a weir, dam, or functionally equivalent structure in the downstream manhole to trap solids for removal. The Contractor must be vigilant in removing solids and must monitor the manhole to ensure that no harm comes from backing up the main. The Contractor shall coordinate the location of disposal of liquid material (decant) with PCRWRD. Normally, the Contractor will be able to decant into a manhole from which debris has been removed. The Contractor shall obtain and complete all permits, documentation, and waste manifest to transport and dispose of solid materials to the Tres Rios Water Reclamation Facility. The Contractor shall be responsible for the transport and disposal of the material removed during cleaning at no additional cost to the County.
- II.1.7.e. The Contractor shall take adequate precautions to prevent and shall be responsible for any structural flooding damage or sanitary sewer overflows (SSO's) that occur due to cleaning operations. As described in procedure II.1.5.a.
- II.1.7.f. If, during the CCTV inspection, the sewers and manholes are not, in the opinion of the PCRWRD representative, adequately cleaned, the CCTV inspection shall stop and the areas in question shall be cleaned, or re-cleaned by the Contractor at no additional cost to the County.
- II.1.7.g. Because of the age and possible condition of the sewer lines, the Contractor shall exercise extreme caution when cleaning the sewers. The Contractor shall routinely use high velocity hydro-cleaning equipment preceding the CCTV activity. The Contractor shall protect the pipeline and its appurtenances from damage during the cleaning operation. Any damage resulting from the cleaning operation shall be repaired by the Contractor, at no additional cost to the County, using repair methods approved by the Pima County Standard Specifications.

Subtask II.1.8. Flow Modifications

No modification of flow will be allowed without the prior written approval from PCRWRD.

Subtask II.1.9. Information Availability

All available sewer improvement plans, GIS Maps and recorded drawings ("As-Built") shall be made available to the Contractor by the PCRWRD Project Manager.

Subtask II.1.10. Deliverables

The Contractor has the total responsibility for the accuracy, timeliness, and completeness of the work and the services it is to furnish under this contract. PCRWRD will review all deliverables to determine if quality control procedures are being applied and if they are adequate and appropriate for the work presented.

- II.1.10.a. The Contractor shall provide all equipment, material and labor necessary to CCTV inspect and record on external hard drives and in digital format. Deliverables may be submitted digitally through approved cloud-based platforms or in accordance with the proper procedures for the latest NASSCO-certified software utilized by PCRWRD.
- II.1.10.b. PCRWRD reserves the right, both at the time of the actual CCTV inspection and at the time of the receipt of the delivered inspections to reject the media because of poor picture quality or incorrect data. These conditions may include but are not limited to fogged lens, excessive fog forming inside the asset, grease build-up on lens, clarity, brightness, off centered camera, camera out of focus, submerged camera, incorrect asset data, missing excessive data like surveyed by, and work order numbers.
- II.1.10.c. A minimum of ten working days shall be allowed for PCRWRD's review. The Contractor shall re-televis, re-inspect, record and resubmit inspections of those sewer assets that may be rejected by PCRWRD because of poor quality, all within the bounds of present state of the art closed circuit televising capabilities. All assets requiring re-inspection, shall be re-televised by the Contractor at no additional expense to PCRWRD.
- II.1.10.d. Media: The Contractor shall label each and every external hard drive with the work order number, project name and/or project number. Upon request the Contractor shall provide one (1) - External hard drive, for all work orders or projects completed. Deliverables may also be submitted digitally through approved cloud-based platforms or in accordance with the proper procedures for the latest NASSCO-certified software utilized by PCRWRD.
- II.1.10.e. The Contractor must maintain and store videos and inspections on-site after the contract has come to completion for a minimum of 5 years. All videos and reports must be organized by project numbers or names provided by or to Pima County as outlined on invoices. The Contractor shall demonstrate its ability to maintain the 5-year storage, expected to be greater than 15 Terabytes with a full backup system enabling immediate accessibility (within 24 hours) of all data during the 5-year storage.
- II.1.10.f. Each inspection media shall display the assets ID in accordance by PCRWRD naming convention, footage/depth, date, and time during all CCTV inspections.
- II.1.10.g. Upon completion of the CCTV inspection, all media shall be submitted to the PCRWRD and shall become the property of the PCRWRD.
- II.1.10.h. The Contractor shall provide all equipment, material and labor necessary to clean all sewer assets. PCRWRD shall issue work orders indicating the sewer assets to be cleaned.
- II.1.10.i. Upon completion of the cleaning the work orders shall be submitted to PCRWRD for review and approval of payment. Each asset shall have the measured field distance recorded and conditions encountered during the cleaning process.

Subtask II.1.11. Designation of, and change of, the Contractor’s Project Manager

- II.1.11.a. The Contractor shall assign a Project Manager (PM) to serve as a single point of contact for all of the Contractor’s formal contacts with the PCRWRD and this Project Manager shall be locally assigned to service the Contract. The Contractor’s Project Manager may be changed by written request to PCRWRD’s Project Manager, and only with the approval of the PCRWRD Project Manager.

TASK II.2 CLOSED CIRCUIT TELEVISION (CCTV) SERVICES

The Contractor shall perform visual and condition assessment on portions of the public sanitary sewer lines listed in Task II.2.1. The Contractor’s crew shall work on one group inspection or group project, and each work order or project must be completed before proceeding with the next group inspection or group project. The payment for work will not be issued until all deliverables listed on each group inspection or group project have been received and approved by PCRWRD personnel on a per group inspection or group project basis.

Subtask II.2.1. Televising Requirements

- II.2.1.a. The initial term of this contract is a one-year period renewable at the County’s option for up to four additional one-year terms. Once the NTP has been issued RWRD anticipates issuing inspections and projects that will encompass approximately 280 miles of sewer mains, 2,700 manholes, and 9 siphon barrels to be completed on or around July 2027. For the additional one-year terms the anticipated amount per year should remain the same. The systems Pipe Diameters range from 4 inches to 84 inches in diameter.
- II.2.1.b. CCTV equipment shall be approved by PCRWRD to ensure it meets minimum expectations required (media file types, media headers, visual clarity, reporting, etc.). The CCTV equipment must be equipped with a radio frequency transmitter. The TV truck must include a radio frequency receiver to allow the operator to mark on the ground surface with spray paint, the location of the sewer assets and or serious defects, which require immediate repair. The data collected shall be NASSCO compliant, using software required by PCRWRD, at no additional cost to the Contract. The camera shall be either transported by tractor or tagging and maintain centering of the camera in the pipe centerline.
- II.2.1.c. If during the television inspection of a section of main line, the camera is unable to pass an obstruction even though flow is unobstructed, televise the section from the other direction (reverse setup) in order to obtain a complete recording of the main line. Follow NASSCO procedure to complete inspection(s) from both directions to account for the overlap.
- II.2.1.d. The County makes no guarantee that the sanitary sewer designated for television inspection is clear for the passage of the camera. Selection of the appropriate equipment, tools and methods for securing safe passage of the camera is the Contractor’s responsibility.
- II.2.1.e. If during CCTV inspection of a line segment the camera gets “stuck” inside the pipe and can’t be removed, the Contractor shall notify the Project Manager immediately. The Contractor will be required to remove its camera/equipment and will be responsible for all costs associated with but not limited to retrieving its camera/equipment including excavation, trench safety, bedding, backfill, base, pavement, pipe replacement or repair in accordance with Pima County Standard Specifications.
- II.2.1.f. If during the CCTV inspection a protruding tap, root intrusion, or any foreign inclusions is encountered and the CCTV inspection cannot proceed the inspection process shall be stopped. The Contractor shall note the location, photograph the condition, and dispatch the appropriate equipment to cut and/or remove the obstruction.

- II.2.1.g. When requested by PCRWRD Project Manager the Contractor will be required to use sonar and laser/lidar inspection equipment to assess the condition of the collection system.
- II.2.1.h. The Contractor shall provide PCRWRD with one (1) copy of the media for each sanitary sewer asset that has been TV inspected for NASSCO compliant assessment.

III. ADMINISTRATIVE PROVISIONS

It shall be the Contractor's responsibility to provide the requested services and to produce and assemble the documents described herein. The Contractor shall have an Arizona Contractors "A" License at the time of bid. The Contractor shall have in operation an emergency On- Call operator 24-hours a day, 7-days a week to enable the dispatch of the Contractor's equipment within a 2-hour response. The Contractor shall have performed a minimum of 3-million feet of cleaning and CCTV of sewer mains and manholes within the last 3-years to qualify for this bid. The Contractor shall have never been terminated from a contract with a public agency. The formal work relationship between the Contractor and PCRWRD shall be maintained between the Contractor's Project Manager and PCRWRD's Project Manager. This formal relationship shall include the passage of all written forms of correspondence, requests for information, notifications, submittals, and claims for payment between these two project managers only. Communications between no other parties shall be binding upon this contract.

TASK III.1. AVAILABILITY OF APPLICABLE INFORMATION

The PCRWRD staff will provide or coordinate delivery of all available information applicable to the work of the Contractor that is not otherwise available to the public. The Contractor shall make inquiries to the PCRWRD Project Manager to resolve if possible, any inconsistencies or deficiencies found within the information supplied.

TASK III.2. COORDINATION AND APPROVALS

It shall be the Contractor's responsibility to provide all coordination with involved utilities and regulatory agencies with jurisdiction over the assigned work area and to resolve any issue requisite to providing the services and documents required herein.

TASK III.3. QUALITY CONTROL

Subtask III.3.1. The Contractor has total responsibility for the accuracy, timeliness and completeness of the work and the documents to be furnished under this contract.

Subtask III.3.2. Submittals of the work and supporting documentation shall be accomplished by documentation, which shows the Contractor has established and is following quality control procedures. Such documentation may be in the form of copies of appropriate deliverables lists, tables, checklists, etc. which show columns for checking, re-checking, and quality control reviews. Submittals to PCRWRD not accompanied by documentation, which verifies the use of quality control procedures, may be returned to the Contractor if it appears to PCRWRD that quality control procedures are not being followed. Documentation of the application of quality control procedures shall be considered to be a requisite element of each review submittal.

TASK III.4. SUBMITTALS

Subtask III.4.1. Formal submittals of the work are considered to be milestones. The Contractor shall conduct the work to complete the tasks in accordance with the respective approved overall schedule.

Subtask III.4.2. The Contractor submittals for PCRWRD approval shall include, but not limited to the following:

Submittals Schedule		
Item No.	Description	Applicable Section
1	Phone number of the Contractors On-Call operator	III.
2	Project Kickoff Meeting Agenda and Minutes	II.1.1.
3	Monthly Progress Reports, Meeting's Agendas and Minutes	II.1.2.
4	Permit-Required Confined Space Entry Procedures	II.1.5.k
5	Resident Notification Letter	II.1.6
6	CCTV Video Media (external hard drives or digital submittal)	II.1.10
7	Completed PCRWRD Work Orders	II.2.
8	Completed Cleaning Work Orders	II.1.7

V. COUNTY RESPONSIBILITIES

The PCRWRD will perform the following functions during the execution of this Contract:

- a. Designate a Project Manager to direct the Contractor and serve as a single point of contact for all of the Contractor's formal contacts with the PCRWRD. Said Project Manager may be changed by written notification to the Contractor;
- b. Secure the necessary reviews and approvals from PCRWRD Staff;
- c. Provide the required Notice to Proceed without unnecessary delay;
- d. Provide timely payment of the accepted Contractor's invoices;
- e. Provide copies of any relevant studies, reports, or other documentation prepared by or for PCRWRD or other agencies which may bear on the work unless such studies, reports or documents have been published separately and are available publicly.
- f. Provide the Contractor with all information stated to be provided the Contractor under this Contract

End of Exhibit B – Scope of Work

Exhibit C - General Conditions (10 Pages)

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Department: The Pima County Regional Wastewater Reclamation Department.

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

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

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

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

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

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

Standard Specifications: The directions, provisions, and requirements contained in the current edition of the PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished, and measurement of payment of same.

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

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

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

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

ARTICLE 2. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

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

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

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

ARTICLE 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

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

- i. Waiver of Legal Rights -- County will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by County or by any representative of County nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession

taken by County will operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

ARTICLE 4. ACCIDENTS

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

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

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

ARTICLE 5. RESERVED

ARTICLE 6. RESERVED

ARTICLE 7. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

ARTICLE 8. DETAIL DRAWINGS AND INSTRUCTIONS

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

ARTICLE 9. COPIES OF DRAWINGS FURNISHED

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

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

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

ARTICLE 10. ORDER OF COMPLETION

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

ARTICLE 11. CONSTRUCTION DOCUMENTS ON THE JOB SITE

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

ARTICLE 12. OWNERSHIP OF DRAWINGS

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

ARTICLE 13. CONTRACTOR'S UNDERSTANDING

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

ARTICLE 14. MATERIALS, APPLIANCES, EMPLOYEES

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

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

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

ARTICLE 15. ROYALTIES AND PATENTS

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

ARTICLE 16. SURVEYS, PERMITS, AND REGULATIONS

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

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

ARTICLE 17. PROTECTION OF WORK AND PROPERTY

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

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

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

ARTICLE 18. INSPECTION OF WORK

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

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

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

ARTICLE 19. SUPERINTENDENCE - SUPERVISION

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

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

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

ARTICLE 20. RESERVED

ARTICLE 21. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

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

ARTICLE 22. DEDUCTIONS FOR UNCORRECTED WORK

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

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

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

ARTICLE 23. SUSPENSION OF WORK

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

ARTICLE 24. COUNTY'S RIGHT TO DO WORK

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

ARTICLE 25. COUNTY'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 26. REMOVAL OF EQUIPMENT

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

ARTICLE 27. USE OF COMPLETED PORTIONS

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

ARTICLE 28. PAYMENTS WITHHELD

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

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of 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 will be made for amounts withheld because of them.

ARTICLE 29. WARRANTY

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

ARTICLE 30. LIENS

Neither the final payment nor any part of the retained percentage will become due until Contractor delivers to County a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information, the release and receipts include all the labor for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to County, to indemnify County against any lien. If any lien remains unsatisfied after all payments are made, Contractor will pay to County all monies that County may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 31. RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 32. SEPARATE CONTRACTS

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

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

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

ARTICLE 33. COUNTY'S STATUS

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

ARTICLE 34. CLAIMS AND DISPUTES

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

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

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

ARTICLE 35. CLEANING UP

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

ARTICLE 36. RESERVED

ARTICLE 37. ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The County Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, county, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place.

To the extent permitted by law, all archaeological artifacts and other materials will belong to Pima County. No monetary compensation will be made to Contractor for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

ARTICLE 38. RESERVED

ARTICLE 39. RESERVED

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

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

If this Contract does not otherwise require the services of a Hazardous Materials contractor, abatement of such materials will be provided by 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 will be added to the contract as Additional Services, in accordance with the provisions of Article 21 "Claims for Cost of Additional Work".

ARTICLE 41. WASTE DISPOSAL FACILITIES

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

ARTICLE 42. AS-BUILT DRAWINGS

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

ARTICLE 43. RESERVED

ARTICLE 44. 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



PIMA COUNTY

PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION | 150 W CONGRESS ST, 5TH FLOOR | TUCSON, AZ 85701

PHONE: 520-724-8161 | FAX 520-724-3646

Insurance carrier verifies Pima County is named as Additional Insured to the Comprehensive Automobile Liability policy referenced below, the County being added by ENDORSEMENT to the policies.

Pro-Pipe Services, LLC

Insured Firm

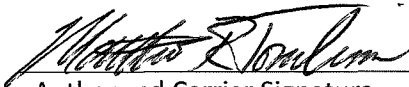
BAP2045108-12

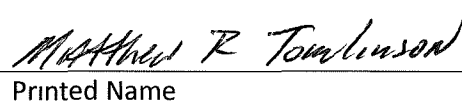
(Commercial/Business Auto Liability)

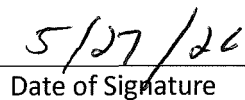
Policy Number

Key Risk Insurance Company

Insurance Carrier


Authorized Carrier Signature


Printed Name


Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.



PIMA COUNTY

PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION | 150 W CONGRESS ST, 5TH FLOOR | TUCSON, AZ 85701

PHONE 520-724-8161 | FAX 520-724-3646

Insurance carrier verifies Pima County is named as Additional Insured to the Comprehensive Commercial General Liability policy referenced below, the County being added by ENDORSEMENT to the policies.

Pro-Pipe Services, LLC

Insured Firm

ECP2045106-11

(General Liability)

Policy Number

Nautilus Insurance Company

Insurance Carrier

A handwritten signature in black ink, appearing to read "Matthew R. Tomlinson".

Authorized Carrier Signature

Matthew R Tomlinson

Printed Name

5/27/21

Date of Signature

NOTE This document must be included with Insurance Certificates at time of signing contract or renewing contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2026

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED Pro-Pipe Services, LLC 10297 W Van Buren St #20 Tolleson, AZ 85353	<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: Nautilus Insurance Company</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B: Key Risk Insurance Company</td> <td style="text-align: center;">10885</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: Nautilus Insurance Company	17370	INSURER B: Key Risk Insurance Company	10885	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: W46225350** **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP2045106-11	12/01/2025	12/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP2045108-12	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	FFX2045107-11	12/01/2025	12/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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 No	N/A	WCA2046882-12	12/01/2025	12/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			ECP2045106-11	12/01/2025	12/01/2026	Each Incident \$1,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 05/21/2026 WITH ID: W46144420.

Regional Wastewater Reclamation Capital Projects
 CONTRACT NO.: P02600016329
 SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Pima County 130 W. Congress Street 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
---	---

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Pro-Pipe Services, LLC 10297 W Van Buren St #20 Tolleson, AZ 85353	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability: Certificate holder is Additional insured, provided a Waiver of Subrogation and coverage is Primary and Non Contributory where required by written contract or agreement as respects to the General Liability policy for work performed by Named Insured.

Auto Liability: Coverage territory: US its territories and possessions, Puerto Rico, Canada.

Umbrella/Excess Liability is Follow Form Over General Liability and Auto Liability.

Excess Liability: When required by written contract, excess liability follows form with respect to additional insured, primary non-contributory and waiver of subrogation as it pertains to General Liability, Employers Liability & Auto Liability policies.

Workers Compensation: Blanket waiver of subrogation provided where required by written contract or agreement and as permitted by law.

Pima County its departments, districts, boards, commissions, officers, officials, agents, and employees is included as an Additional Insured as respects to Auto Liability and Umbrella/Excess Liability.

When required by written contract, Pima County its departments, districts, boards, commissions, officers, officials, agents, and employees are included as Additional Insureds with respect to General Liability.

When required by written contract, the General Liability insurance is primary and non-contributory with other General Liability insurance maintained by the Additional Insureds.

Waiver of Subrogation applies in favor of Pima County its departments, districts, boards, commissions, officers, officials, agents, and employees with respects to Auto Liability and Umbrella/Excess Liability.

When required by written contract, a waiver of subrogation applies in favor of the Additional Insureds with respect to General Liability.

INSURER AFFORDING COVERAGE: Nautilus Insurance Company NAIC#: 17370
 POLICY NUMBER: ECP2045106-11 EFF DATE: 12/01/2025 EXP DATE: 12/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Incident	\$1,000,000
Aggregate	\$2,000,000	

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**BUSINESS AUTO ± ADDITIONAL INSURED
WHEN REQUIRED BY CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II - Liability Coverage A. - Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy; or
 - 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance ± Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) ±
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2045106-11	12/1/2025	12/1/2026	12/1/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

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

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

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

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- c. Will not extend beyond that which is provided to you in this policy.

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

This insurance does not apply to:

- a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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

1. Required by the contract or agreement described in Paragraph 1.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim or suit**;
- b. We receive written notice of a **claim or suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim or suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

- V. SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

- VI.** This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2045106-11	12/1/2025	12/1/2026	12/1/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

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

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused 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** described in Paragraph 1. or 2. above.

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

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

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

II. 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.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2045106-11	12/1/2025	12/1/2026	12/1/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

- (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.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a SCHEDULE of additional insureds, and which endorsement applies to that designated additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 04 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

Any person or organization as required in writing by contract or agreement prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED SCHEDULE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2045106-11	12/1/2025	12/1/2026	12/1/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. In consideration of the payment of premium, it is understood and agreed that the following person(s) or organization(s) are included as **Named Insureds**:

Shenandoah General Construction, LLC
Bay Area Environmental Services
GenNx360 Shenandoah Buyer LLC
GenNx360 Shenandoah Intermediate LLC
Nu-Pipe, LLC
Pro-Pipe Services, LLC
Shenandoah Acquisitions LLC
Shenandoah General Construction, Co.
Shenandoah Industrial Solutions, LLC
Shen-Line, LLC

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

CHANGE ENDORSEMENT

Policy Number	Endorsement Effective Date	Endorsement Number
ECP2045106-11	5/27/2026	17

INSURED'S NAME AND ADDRESS:

Shenandoah General Construction, LLC
1888 NW 22nd St
Pompano Beach, FL 33069-1318

In consideration of no change in premium, it is hereby agreed and understood that the above referenced policy is amended as follows:

ECP 1247 01 21 Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - Ongoing Operations - Coverage A, B, D.1 & D.4 is added and attached.

ECP 1249 01 21 Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - Completed Operations - Coverage A, D.1 & D.4 is added and attached.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION – ONGOING OPERATIONS – COVERAGE A, B,
D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2045106-11	12/1/2025	12/1/2026	5/27/2026

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Pima County 150 W. Congress St., 5th Floor Tucson, AZ 85701	Any location where Shenandoah General Construction LLC has performed operations and has agreed to add Pima County and others as additional insureds to the policy.

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury covered under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

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

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

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. 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**.

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

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

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

III. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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

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

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional insured must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional insured person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional insured is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION -- COMPLETED OPERATIONS – COVERAGE A,
D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2045106-11	12/1/2025	12/1/2026	5/27/2026

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) And Description Of Completed Operations:
Pima County 150 W. Congress St., 5th Floor Tucson, AZ 85701	Any location where Shenandoah General Construction LLC has performed operations and has agreed to add Pima County and others as additional insureds to the policy.

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** at the location designated and described in the **SCHEDULE** of this endorsement performed for that additional **insured** and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. 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**.

II. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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

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

This endorsement shall not increase the applicable limits of insurance.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the written contract or written agreement requires that this coverage be primary and noncontributory.

IV. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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:

Pro-Pipe Services, LLC

(hereinafter "Principal"), as Principal, and Harco National Insurance
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of IL,
with its principal office in the City of RALEIGH, NC, 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 **\$1,971,462.50**, 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 07/01/2026
for:

IFB-2600001972 - Conveyance System Closed Circuit Television Inspection Services

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

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

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

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

Witness our hands this 1st day of July, 2026.

Witness our hands this 1st day of July, 2026.

Pro-Pipe Services, LLC By: [Signature]
Principal

Harco National Insurance Company By: [Signature]
Surety Malerie Janet Williams, Attorney-in-Fact



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

KNOW ALL MEN BY THESE PRESENTS THAT:

Pro-Pipe Services, LLC

(hereinafter "Principal"), as Principal, and Harco National Insurance Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of IL,
with its principal office in the City of RALEIGH, NC, holding a certificate of authority to transact
surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1,
as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of
\$1,971,462.50, 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 07/01/2026
for:

IFB-2600001972 - Conveyance System Closed Circuit Television Inspection Services

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

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

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

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

Witness our hands this 1st day of July, 2026.

Witness our hands this 1st day of July, 2026.

Pro-Pipe Services, LLC By: [Signature]
Principal

Harco National Insurance By: [Signature]
Surety Malerie Jane Williams, Attorney-in-Fact



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHELLE ANNE MCMAHON, CONNOR WOLPERT, JONATHAN GLEASON, DORITZA MOJICA, MALERIE JANET WILLIAMS, ASHLEY ALEXIS

Hartford, CT

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December 2018

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025



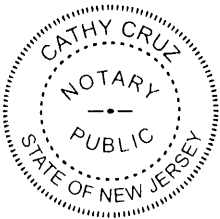
STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 1, 2026.

**ARIZONA ENDORSEMENT
INSURANCE PRODUCER
IN ACCORDANCE WITH HB 2342**

PLEASE READ CAREFULLY, THIS ENDORSEMENT CHANGES THE POLICY.

Bond Number: 3005487

Your Agency and Agent / Producer for this policy is:

Agency: Willis Towers Watson Northeast, Inc.

Agent / Producer: Elizabeth Marrero

Address: One Brookfield Place, 200 Liberty Street, 7th Floor
New York, NY 10281

Phone: 786-835-9246

All other terms and conditions of this policy shall remain unchanged.
This endorsement forms a part of the policy number referenced above.