



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

Award  Contract  Grant

Requested Board Meeting Date: 06/20/23

\* = Mandatory, information must be provided

or Procurement Director Award

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

Wiss, Janney, Elstner Associates, Inc. (Headquarters: Northbrook, IL)

**\*Project Title/Description:**

Design Services: 130 W. Congress Facade Upgrade

**\*Purpose:**

Award: Contract No. CT-FM-23-436. This award of contract is to provide engineering services in a not-to-exceed amount of \$398,089.00 for a contract term from 06/20/23 to 06/19/26. Administering Department: Project Design & Construction.

**\*Procurement Method:**

Pursuant to the Emergency and other Limited Competition authority of A.R.S. 34-606, per the attached approval of the County Administrator dated 05/24/23, award of CT-FM-23-436 is recommended to the above named consultant which has accepted the terms of the County's standard contract and with which the County has negotiated a satisfactory agreement.

Attachments: Competition Impracticable Memo and Consultant Services Contract.

**\*Program Goals/Predicted Outcomes:**

1. Contract task to remove and replace existing aged, deteriorated, and leaking window system from the 1960's with a modern window system that will result in better energy performance.
2. Require less overall maintenance due to water leakage into the building often requiring unique accommodations by employees during rain.
3. Replacement of the sealant at all concrete panel joints will have the effect of reducing conditioned air escaping to the environment and also preclude unwanted water infiltration into the building.
4. Provides for a long term solution that addresses recurring problems with the current systems.

**\*Public Benefit:**

1. Economic impact will be immediate as the building envelope will be sealed properly and to a high degree to preclude unwanted conditioned air from escaping directly.
2. Will have the impact on the central plant to make less drastic changes to the comfort air system.
3. Savings will be cumulative as the solution is for the long term and under a warranty.

**\*Metrics Available to Measure Performance:**

A reduction in energy use with replacement of the existing window system with a high-performance system. The reduced energy use will reduce the load on the central plant and decrease building maintenance due to the failing window system.

**\*Retroactive:**

No.

To COB: 6/2/23

Ver:1

Pgs:38 (1)

**Contract / Award Information**

Document Type: CT Department Code: FM Contract Number (i.e.,15-123): 23-436

Effective Date: 06/20/23 Termination Date: 06/19/26 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 398,089.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: FM Capital Non-Bond Projects

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

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

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number?  Yes  No

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

**Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

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

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

\*Funding Source: \_\_\_\_\_

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

Contact: Procurement Officer Denise Waldo Digitally signed by Denise Waldo  
Date: 2023.05.31 13:42:50 -0700 Acting Division Manager Dawn Dargan Digitally signed by Dawn Dargan  
DN: cn=Dawn Dargan, o=Harris County,  
ou=Harris County, email=Dawn.Dargan@harris.gov  
Date: 2023.05.31 13:44:18 -0700

Department: Acting Procurement Director Scott Loomis Digitally signed by Scott Loomis  
Date: 2023.05.31 15:06:54 -0700 Telephone: 520-724-8458

Department Director Signature/Date: Sheila Holben Digitally signed by Sheila Holben  
DN: cn=Sheila Holben, o=Harris County,  
ou=Harris County, email=Sheila.Holben@harris.gov  
Date: 2023.05.31 13:10:29

Deputy County Administrator Signature/Date:  6/1/2023

County Administrator Signature/Date:  6/2/2023

(Required for Board Agenda/Addendum Items)



## PIMA COUNTY FACILITIES MANAGEMENT

**PROJECT:** Design Services: 130 W. Congress Façade Upgrade

**CONSULTANT:** Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, Illinois 60062

**CONTRACT NO.:** CT-FM-23-436

**AMOUNT:** \$398,089.00

**FUNDING:** FM Capital Non-Bond Projects

### CONSULTANT 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 Wiss, Janney, Elstner Associates, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Purpose. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Design Services for the 130 W. Congress Façade Upgrade ("Project").
- 1.3. Authority. It was determined under the emergency procurement provisions of A.R.S. § 34-606 that a competitive procurement would be contrary to County's interests.

#### 2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on June 20, 2023, and terminates on June 19, 2026, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

#### 3. Scope of Services.

Consultant agrees to provide Design Services for the Project for County as described in Exhibit A – Scope of Work (9 Pages), an attachment to this contract. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

#### 4. Compensation and Payment.

- 4.1. Rates. County will pay Consultant Not-to-Exceed \$398,089.00.
- 4.2. Fee Proposal. Consultant's fees will be as stated in Exhibit B – Consultant Fee Proposal (5 Pages), attached to this Contract.
- 4.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 4.4. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.

- 4.5. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 4.6. Invoice Adjustments. For the period of record retention required under Article 22, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 4.7. Additional Services. Consultant 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 Consultant'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. County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that arise out of the performance of the work under this Contract.
- 5.1. Ratings. Consultant's insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- 5.2. Insurance Coverages and Limits.
- 5.2.1. Minimum Scope and Limits of Insurance: Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.
- 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.
- 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.
- 5.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.
- Note: The Workers' Compensation requirement will not apply to a Consultant that is exempt under A.R.S. § 23-901, and when such Consultant executes the appropriate County Sole Proprietor or Independent Consultant waiver form.
- 5.2.1.4. Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.
- 5.2.1.5. Claims-Made Coverage. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be

exercised, for a period of two years beginning at the time work under this Contract is completed.

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 will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.

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

5.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded the Consultant will be primary and that any insurance carried by the Department, its agents, officials, employees or County will be excess and not contributory insurance.

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

5.4. Notice of Cancellation:

Each required Insurance policy must provide, and certificates specify, that 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-payments of a premium. Notice shall include the County project or contract number and project description.

5.5. Verification of Coverage:

Consultant 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 written agreement, 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 will be sent directly to the Department. County project or contract number and project description will be noted on the certificate of insurance. 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 Consultant, 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, Consultant 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 Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Consultant 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 Consultant from and against any and all Claims. Consultant 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, Consultant may fully indemnify and hold harmless any private property owner granting a right of entry to Consultant for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County agents, employees or indemnities.

## 7. **Laws and Regulations.**

- 7.1. Compliance with Laws. Consultant 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. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.
- 7.3. 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.

8. **Status of Consultant.** Consultant is an independent Consultant. Neither Consultant, nor any of Consultant'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. Consultant is responsible for paying all federal, state and local taxes on the compensation received by Consultant under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

## 9. **Consultant's Performance.**

- 9.1. Performance. Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional 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, Consultant will obtain County's approval.
- 9.2. Responsibility. Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, 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 Consultant found during or after the course of the services performed by or for Consultant under this Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.

10. **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.
11. **Subconsultant.** Consultant will be fully responsible for all acts and omissions of its Subconsultant and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant 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 Subconsultant, except as may be required by law.
12. **Non-Assignment.** Consultant 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.
13. **Non-Discrimination.** Consultant 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 Subconsultants. During the performance of this Contract, Consultant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
14. **Americans with Disabilities Act.** Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
15. **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 Consultant 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 Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant'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 failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or 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 adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
    - 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 remove any defective or deficient material;
    - 16.2.5. Failure to make prompt payment to Subconsultants or suppliers for material or labor;
    - 16.2.6. Loss of professional registration or 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 Consultant'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;
- 16.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Consultant, or Consultant 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, drawings, specifications, documents, data, studies, surveys, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant 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 Consultant 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 Consultant is determined; and
- 16.3.3. Subject to the immediately preceding subparagraph 16.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.
- 16.4. Non-Termination. County will not terminate the Contract for default or charge Consultant 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 Consultant. 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,
- 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 Subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the Subconsultant(s); and
- 16.4.2. Consultant, within seven 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 reasonable judgment of County, the findings warrant such action, County may extend the time for completing the work.

- 16.5. Receipt of Notice. For the purposes of subsection 16.1 above, “receipt of notice” includes receipt by hand by Consultant’s project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- 16.6. Excusable. If, after termination of the Contract for default, County determines that the Consultant 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 Article 17.
- 16.7. Rights and Remedies. The rights and remedies of County in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

17. **Termination for Convenience of County**. County may terminate this Contract at any time by giving written notice to Consultant 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 the County, become its property. If County terminates the Contract as provided herein, County will pay Consultant an amount based on the time and expenses incurred by Consultant prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

18. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, this Contract may be terminated 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 will have no further obligation to Consultant, other than payment for services rendered prior to termination.

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

COUNTY:  
 Shelia Holben, Interim Director  
 Project Design and Construction  
 150 W Congress St.  
 Tucson, AZ 85701  
 Tel: (520) 724-2089  
 Email: Sheila.Holben@pima.gov

CONSULTANT:  
 Richard A. Weber, Principal and Project Manager  
 Wiss, Janney, Elstner Associates, Inc.  
 330 Pfingsten Road  
 Northbrook, Illinois 60062  
 Tel: (847) 753-6432  
 Email: rweber@wje.com

20. **Other Documents**. Consultant and County in entering into this Contract have relied upon information provided in Consultant 's response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. Consultant will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this Contract is inconsistent with those of any other document, the Contract provisions prevail.

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

22. **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.

**23. Books and Records.**

- 23.1. Maintenance. Consultant 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.
- 23.2. Retention. Consultant will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to County for retention.

24. **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.

**25. Disputes.**

- 25.1. Resolving Dispute. In the event of a dispute between the Parties 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 Consultant'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.
- 25.2. Performance. The parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

26. **Ownership of Documents**. Ownership of all original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by Consultant under this contract vests in and become the property of County and shall be delivered to County upon completion or termination of the services, but Consultant may retain and use copies thereof. County agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the Consultant.

**27. Public Records.**

- 27.1. 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 Consultant 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.
- 27.2. Records Marked Confidential.
  - 27.2.1. Any information submitted related to this Contract that Consultant 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.
  - 27.2.2. Notwithstanding the above provisions, in the event records marked v 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 Consultant of the request for release, unless Consultant has, within the 10 day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. County will notify Consultant of any request for such release on the same day of the

request for public release or as soon thereafter as practicable. County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked v, nor is County in any way financially responsible for any costs associated with securing such an order.

## 28. **Legal Arizona Workers Act Compliance.**

- 28.1. Compliance with Immigration Laws. Consultant warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant will further ensure that each Subconsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.
- 28.2. Books & Records. County has the right at any time to inspect the books and records of Consultant and any Subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.
- 28.3. Remedies for Breach of Warranty. Any breach of Consultant's or any Subconsultant'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 Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a Subconsultant, and the subcontract is suspended or terminated as a result, Consultant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subconsultant, (subject to County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.
- 28.4. Subconsultants. Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Article by including a provision in each subcontract substantially in the following form:
- "Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant's employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that County may inspect the Subconsultant's books and records to insure that Subconsultant is in compliance with these requirements. Any breach of this paragraph by Subconsultant is a material breach of this contract subjecting Subconsultant to penalties up to and including suspension or termination of this contract."
- 28.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.

29. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Consultant engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Consultant 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.

30. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant 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 consultants, subconsultants 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 Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

- 31. **Amendment.** Except for the amendment provision above in Article 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
- 32. **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.
- 33. **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:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

CONTRACTOR:

*Renae B. Kwon*  
\_\_\_\_\_  
Signature

Renae Kwon, Associate Principal  
Name and Title (Please Print)

June 1, 2023  
Date

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

# EXHIBIT A – Scope of Work (9 Pages)



## PIMA COUNTY PROJECT DESIGN & CONSTRUCTION

### New Buildings Division

150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701  
Tel: 520-724-3085

## SCOPE OF PROFESSIONAL SERVICES REQUIRED

**DATE (Version):** May 26, 2023  
**PROJECT NAME:** 130 W. Congress Facade Upgrade  
**PROJECT LOCATION:** 130 W. Congress Street, Tucson, Arizona

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### A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

#### 1. General Provisions:

The Scope of Professional Services shall include all professional services required to oversee construction of the Project (Work).

All work shall be performed by persons registered, or under the direct supervision of a Registered Professional that is currently registered in the State of Arizona for the type of service rendered. The Registered Professional, if not self-employed, shall be employed by a firm that is registered in the State of Arizona to provide consulting services in the discipline(s) provided by the firm under this contract per ARS Section 32-141. The names of the firm and firm registration number(s), including any branch offices involved in work under this contract, and the names of the Registered Professional(s) listed on the State of Arizona firm registration and any other Registered Professional(s) involved in work under this contract shall be supplied. The Registered Professional in responsible charge for each discipline is responsible for all construction documents including drawings, specifications, reports, calculations, and any other professional documents pertaining to the professional services they provide and shall seal and sign all construction documents for which they are responsible per Section R4-30-303 of the Arizona Administrative Code.

The COUNTY lacks the available expertise for the Project, and has therefore, by this Agreement, employed the CONSULTANT. Written approval of plans, specifications, reports, and other construction documents by the Board of Supervisors is only for conformance with the program design concept of the Project. This approval does not imply approval of nor attest to the accuracy, suitability, or completeness of the design, drawings, dimensions, details, proper selection of materials, nor compliance with applicable codes or ordinances. Such accuracy, suitability, or completeness is the sole responsibility of the CONSULTANT for the Project.

## 2. Project Narrative: (Construction Administrative Services: Scope of Work )

The Work of this project shall provide for the replacement of the existing curtain wall system (glazing system) for the entire exterior facade of Pima County building 130 West Congress with a new glass curtain wall system and drainage system. This project shall also replace the existing exterior sealant system for the entire façade of this building. The Scope of Work shall include but is not limited to the following general description items with intent to provide a complete and functional curtain wall system, sealed concrete panels and joint sealant replacement.

Reference is made to the WJE Draft Report of April 9, 2019 in which recommendation for replacement, (Approach 3) was stated. The focus of this Project is guided by this option, as is all supportive work necessary to complete the Scope.

### a. Curtain wall system replacement scope

1. Remove existing single pane curtain wall system and support system, flashings, and sealants back to the building. Existing transite panels and insulation shall be removed.
2. Provide for a new glass curtain wall system;
  - a) Provide a curtain wall system that is least disruptive to and integrates with the existing building systems. Perform integration detailing where needed to address deviations with present condition.
  - b) Provide a curtain wall system current with modern standards and codes and built-up to the level of factory unitized frames to achieve a high quality of construction.
  - c) Fabricate curtain walls utilizing thermal barrier break design.
  - d) Curtain wall and sealed concrete panels shall shed water from the exterior face of the building.
3. Validate Installation of mullion system, glazing, and sealant components to meet requirements of construction documents and building code requirements. New system shall be tested to validate performance against leakage. Requirements based on these criteria;
  - a) To Manage water system to drain away from the curtain wall system.
  - b) All installation work shall be structurally appropriate and code compliant for the application, consistent application of finish system.
4. Provide detailing that integrates the curtain wall to the building structure.
5. Design and detail furr-out framing that coordinates with the new curtain wall system and building structure and provides for installation of interior finish systems, sills, window coverings, demountable partitions, stud walls, and furniture wall systems.
6. Utilize UL approved fire safing details at each intersection of the concrete floor slabs and the curtain wall for installation in this project.
7. Oversee installation of the design detailing for the curtain wall attachment to the existing building structure as required by the curtain wall manufacturer, to support the curtain wall system, allow for vertical and lateral movement, impart loads to the building structure, and other requirements of the curtain wall manufacturer.
8. Utilize services of a State of Arizona licensed structural engineer to analyze the impact of the new curtain wall system on the building structure and where necessary on adjacent working surfaces needed to access the work. Provide supporting calculations and detailing of the final connections. During the construction administration phase utilize a structural engineer to assist in coordinating field response to address structurally related matters.

9. Provide construction drawings prepared and sealed by the Architect of Record or Structural Engineer that will be used for permit purposes.
10. Design and detail header support framing for existing stained glass panels above the exterior doors for building 130.
11. Use spandrel glass in the curtain wall consistent with existing location and color.
12. Design and detail for unique drainage and flashing conditions where the curtain wall system seals against an existing roof or wall.
13. Provide assistance to the COUNTY to prepare clarification drawings and specification for the work based on the CMAR requests for information. (RFI)
14. Remove existing exterior metal grilles. Design and detail a new grill pattern printed and integrated into the new glass system.
15. Existing building structure fire proofing shall remain undisturbed. Install new 2 hour rated minimum fire proofing to protection new steel fabrications and fireproofing removed to access the installation of the work.
16. Oversee the water pressure testing performed by a third party. Evaluate results and make recommendations as performance improvements needed to provide a waterproof curtain wall system. Make recommendation as to location of testing.
17. Building 130 (Administration East) has one story addition on the north and south sides of the building. The windows in these additions are not part of the project since they are already insulated.
18. All Work on the install of the curtain wall system shall be sequenced with other portions of the work for the demolition of the existing window wall system and where abatement is needed or repairs to the existing building are needed to which the curtain wall system abuts.

b. Exterior panel precast facade scope:

1. Remove completely all existing exterior sealant and backer material to provide for a clean installation directly to the building.
2. Assure that new building sealant and backer rod system is consistent with the prepared drawings of record and is applicable for the exposure and performance for the size joints between the precast wall panels. Periodically inspect the new system and observe the pull tests to determine the method of installation is compliant with specifications. System shall be installed per the manufacturer's written instruction. Coordinate color selection with Pima County requirements. Define
3. Oversee the application of the 100% solids clear penetrating sealer to the exterior of the existing precast wall panels.
4. Oversee the routing, cleaning, and preparation of the panel joints. seal miscellaneous hairline cracks in the panel faces.

The County's Project Team will consist of representatives from Pima County Facilities Management (PCFM) who will have final decision making authority during both the design and construction phases. Other participants on the design team may include members from **Risk Management**.

(See **Map of the Area** prepared by the County at the end of **Exhibit A**.)

### 3. **Architectural/Engineering Services**

Architectural and engineering services for this Project shall be overseen by a Pima County Facilities Management Architect.



Professional services for this Project consist of the following phases and as described below:

- a. Construction Administration and Testing Phase
- b. Record Drawings Phase

These Construction Administration services shall include the following services:

- a. Architectural services to support the project work and to confirm compliance with the permitted construction documents.
- b. Structural Engineering to support the project work and to confirm compliance with the permitted construction documents.
- c. Review CMARs cost estimates.
- d. Water Infiltration testing (at 4 locations minimum) where required to demonstrate performance based on ASTM E1105 and air leakage testing in compliance with IECC C402.5.2.
- e. Oversee results of sealant testing by a third party tester.
- f. Fire detailing and inspection/s as needed for conformity with construction documents.
- g. Reviewing the work and shop drawings of the curtain wall contractor for compliance with the construction documents.
- h. Perform travel to the project site to inspect for compliance with the construction documents.
- i. Support Pima County where requested to provide recommendations on corrective actions and also engineering services for to develop corrective actions or perform evaluations of the fit of the new curtain wall to the existing building.
- j. Prepare record drawings and review close out documents based on the CMAR documents.

**4. Estimated Budget, Cost Control.**

**The CONSULTANT shall assist in guiding the project work within the requirements of the construction documents.** The CONSULTANT shall provide recommendations and value engineering items, to include material changes or alternative options for COUNTY review and approval if they improve time, quality, or performance of the installation.

**5. Project Schedule:** Design Services shall begin upon receipt of an approved contract and a Notice to Proceed from the Project Manager. Time frames shown are estimated and master schedule shall be determined as indicated below.

- a. Construction Administration
  - 1. Construction Administration  
Bldg. 130 W. Congress - 52 weeks overall
  - 2. Project Closeout- 8 weeks overall
- b. Total for all Project phases- 60 weeks Total Project

The master project schedule shall be reviewed and validated weekly in partnership with the CONSULTANT, CMAR, COUNTY and Project Team.

***Project duration during Construction may be extended due to weather delays.***

**6. Professional Services Detail:**

- a. Applicable Codes and Regulations:

The CONSULTANT shall manage their construction documents and assist the COUNTY with obtaining permits with Pima County Development Services for work requiring clarification for which supplemental drawings are provided.

The CONSULTANT shall assist the COUNTY with submission to the Arizona State Fire Marshal (ASFM) for permit as applicable.

The CONSULTANT'S work shall comply with all Pima County and ASFM adopted codes.

b. Construction Administration Phase of the Construction Contract:

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona, and as the same may hereinafter be amended with approval of both parties after review by the CONSULTANT.

The term "Contractor" as used herein shall mean the party entering into a contract with COUNTY for the construction of the Project defined by the Construction Documents.

CONSULTANT's Construction Administration Phase shall commence with award of the the Contract and will terminate upon completion of the integration of the Close-Out Document package into final updates of the construction documents. The CONSULTANT shall assist the COUNTY in a timely completion of the Close-Out Documents. CONSULTANT's Construction Administration Services, beyond the completion time period specified above shall require specific written approval by the COUNTY by written amendment to this agreement.

The CONSULTANT shall provide administration of the Construction Contract as set forth in the Construction Contract and General Conditions of the Owner-Contractor Construction Contract. The extent of the CONSULTANT duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without the written consent of the CONSULTANT, and that of the COUNTY.

The CONSULTANT, as the representative of the COUNTY during the Construction Phase, shall advise and consult with the COUNTY. All of the COUNTY instructions to the CMAR shall be issued through the CONSULTANT. The CONSULTANT shall have authority to act on behalf of the COUNTY to the extent provided in this Agreement, the Construction Contract, and the General Conditions, unless otherwise modified in writing.

The CONSULTANT shall at all times have access to the Work whenever it is in preparation or progress.

The CONSULTANT shall make sufficient visits to the site to ascertain the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. SUB-CONSULTANTS to the CONSULTANT shall also furnish periodic written records of their inspection of the Work, which shall be submitted to the COUNTY, through the CONSULTANT, for the COUNTY files. The COUNTY shall have the authority to enter the project work site as it deems necessary to review the progress of the Work.

The CMAR (CONTRACTOR) shall chair a construction meeting on a consistent frequency as needed to oversee the construction, on site, with the CONSULTANT represented and the COUNTY and provide written minutes of the meetings to all attendees.

The CONSULTANT shall not be responsible for construction means, methods, techniques, or procedures in connection with the Work, nor shall he be responsible for the CMAR's failure to carry out the Work in accordance with the Contract Documents; for the acts or omissions of the CMAR, or Subcontractors agents or employees.

The CONSULTANT shall immediately notify the COUNTY if the CMAR is failing to carry out the work in accordance with the Contract Documents and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The CONSULTANT shall prepare a list of critical construction inspection times and items to be inspected and said schedule shall be made part of the successful Contractor's required performance. Notwithstanding any provisions of previous paragraphs and based on such observations at the site and on the Contractor's Applications for Payment, the CONSULTANT shall determine the amount owing to the Contractor and certify the payment of such amounts on the CMAR's Applications for Payment.

The Certification of the Application for Payment shall constitute a representation by the CONSULTANT to the COUNTY based on the CONSULTANT's observations of the site and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the CONSULTANT's knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion; to the results of any subsequent tests required by the Contract Documents; to minor deviations from the Contract Documents correctable prior to completion; to the review of Contractor's As-Built Documents; and to the specific qualifications stated in the Certificate for Payment) and that the Contractor is entitled to payment in the amount certified. When the CMAR has made proper application therefore, the CONSULTANT shall forward the certified Application for Payment to the COUNTY.

The CONSULTANT may decline to approve an Application for Payment and may withhold the Application in whole or in part, if in the CONSULTANT's opinion he is unable to make representations to COUNTY as provided in the above paragraph. The CONSULTANT may also decline to approve any Applications for Payment, or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the COUNTY from loss because of:

Defective work not remedied or;

Claims filed, or reasonable evidence indicating probable filing of claims or;

Failure of the CMAR to make payments to sub-contractors for labor, materials or equipment or;

Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum or;

Damage to other contract work or;

Reasonable indication that the Work will not be completed within the Contract Time or;

Unsatisfactory execution of the Work by the CMAR.

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

The CONSULTANT may, on request, and at his discretion, furnish to any sub-contractor, if practicable, information regarding percentages of completion certified by the CMAR on account of Work done by such sub-contractors.

The CONSULTANT shall be, in the first instance, the interpreter of the requirements of the Contract Documents and of the performance there under by both the COUNTY and CMAR. The CONSULTANT shall recommend decisions on all claims from the COUNTY or CMAR

relating to the execution and progress of the work on all other matters or questions related thereto.

CONSULTANT shall provide requirements for review materials testing and special inspections. The CONSULTANT shall also review testing and observations reports for compliance with buildings codes and the Contract Documents. The CONSULTANT shall notify the owner of any discrepancies and assist with the COUNTY on determining a solution. Testing will be contracted with and paid by Pima County independently of this contract.

The CONSULTANT shall have the authority to reject Work, which does not conform to the Contract Documents, and to require, if in his opinion necessary, special inspection or testing (by others) of any Work at any stage of progress. The CONSULTANT shall also notify the COUNTY of the necessity to require the CMAR to stop the Work whenever, in his opinion, it may be necessary for the proper performance of the Contract. The COUNTY, when necessary, shall issue the order to Stop the Work.

The CONSULTANT shall review and approve shop drawings, samples, and other submissions of the CMAR with reasonable promptness. The CONSULTANT shall furnish any requested additional instructions in writing, by means of drawings, or otherwise, necessary for the proper execution of the Work. All such instructions or drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The CONSULTANT shall make minor changes in the Work not involving extra cost, delay, or claim of any kind against the COUNTY and/or CMAR, and not inconsistent with the purposes of the Project. Otherwise, except in an emergency endangering life or property, the CONSULTANT shall prepare and process no extra work or change except by WRITTEN approval and Change Order signed by the COUNTY. The CONSULTANT shall review and respond to said Change Orders as well as any Request for Proposals to the CMAR.

The CONSULTANT shall produce, and determine, the date of issuance of the Certificates of Substantial Completion and Final Completion shall receive written guarantees, waiver of liens, and related documents assembled by the CMAR, and shall issue a final Certificate for Payment.

c. Project Close Out

The CONSULTANT shall review the CMAR'S as-built plans for accuracy and completeness at the completion of the project and submit the Record Drawings Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the COUNTY at the time of submission.

1. As part of the Project Closeout requirements, the CONSULTANT shall prepare records drawings in AutoCAD format which contain external references (x-refs) by using the "Bind" command so that the x-ref drawing becomes part of the final drawing. This will prevent unintentional updating of archived drawings by later changes to referenced drawings. Binding an x-ref to the final drawing makes the x-ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x-ref drawings, including all its x-ref-dependent names objects (blocks, dimension styles, layers, line types, and text styles) by using the XREF Bind option. Referenced images, PDFS, or other file format shall also be bound and submitted individually as part of the record drawings package.

2. When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use: Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names objects with the x-ref's drawing name. Consequently, any duplicate objects in the x-ref are ignored, and the names objects in the current drawing take precedence. Although this feature eliminates redundancy of duplicate layer names, it may give unexpected results if there are duplicate named objects.
3. Do not create drawings using proxy objects.
4. Provide a digital copy of the Record Drawings in AutoCAD format and deliver to the COUNTY.
5. The CONSULTANT shall provide a PDF file for each sheet within the original Construction Drawings Package. Each file shall be labeled with the sheet name; i.e. A001, M-01, etc.
6. If the CONSULTANT used Revit to develop the Construction Drawings, the CONSULTANT shall provide Revit files to the COUNTY in addition to any AutoCAD format drawings provided.

The CONSULTANT shall review the Contractor's Operations and Maintenance Manuals (O&M Manual) and provide a list of items to be corrected or submitted per the Construction Documents. The Consultant shall back check the O&M Manual for completeness and notify the COUNTY when to direct the Contractor to submit to the COUNTY.

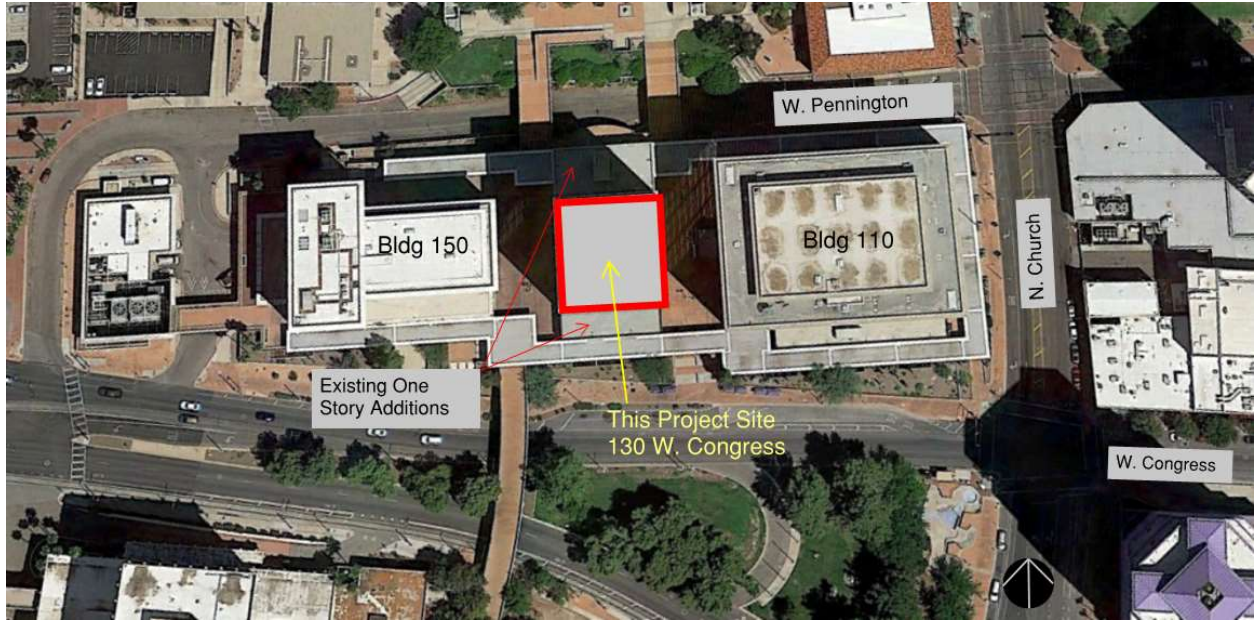
**B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY**

COUNTY shall provide the following items and services in support of the CONSULTANT'S work:

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager.
2. A Project Manager from Facilities Management assigned to work with the CONSULTANT and CMAR.
3. Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;
4. Any reports and/or mitigation known to Pima County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
5. Any building Materials and Finishes Standards desired by the COUNTY;
6. Apply for and pay all building permit fees to include Pima County Wastewater fees (if any);
7. Consultation with Pima County officials as required.
8. Obtain and pay for third party Commissioning Agent.
9. PC FM will Provide Pima County Design and Construction Standards.

10. Coordination with business operations representatives.

**MAP OF THE PROJECT AREA**



**END EXHIBIT A**

## Exhibit B – Consultant Fee Proposal (5 Pages)

### COST ITEMS

1. Hourly Billing
  - a. Hourly Billing Rates
    - Actual Payroll Rates within published industry standards
    - Actual payroll rates for each person anticipated to be performing services on the assignment will be provided in advance of execution of the Agreement. Said listing may be updated on an annual basis during the term of the contract
  - b. Annual Salaried Professionals
    - Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates
    - Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates
  - c. Allowable Annual Increases
    - Reasonable annual salary increases within published industry standards may be allowed and approved in advance
    - Unusually high proposed increases and increases above published industry standards may be agreed to on a case by case basis.
  - d. Sub consultants

Specific billing arrangements will be negotiated with specialty sub-consultants such as the following:

    - Attorneys
    - Financial Advisors
    - Surveyors
    - Subsurface Consultants
    - Specialty Consultants
  - e. Vacation/Holidays
    - Included in firm's audited multiplier
  - f. Sick Time
    - Included in firm's audited multiplier
  - g. Billing for non-productive idle time
    - No billing for vehicle driving time (commuting time)
    - Allow billing during air travel to Pima County for actual time worked on Pima County projects
    - Short-term assignments are negotiable
2. Multipliers
  - a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
  - b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
  - c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the consultant
  - d. County will consider annual audited multipliers or fixed multipliers for the contract period

3. Travel Time
  - a. Air Travel
    - Allow only for time spent on aircraft working on Pima County projects
  - b. Land Travel
    - Not allowed from Phoenix Metro Area to Pima County (both ways)
    - Not allowed to and from airports
  - c. Local Travel between meetings and job sites
    - Allowed
4. Expenses
  - a. Mileage (Between Phoenix Metro Area and Pima County)
    - Approve at the established County mileage rate
    - Included in firm's audited multiplier or as other direct cost
    - Mileage for commuting not allowed
  - b. Mileage – local
    - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
    - Included in firm's audited multiplier or as other direct cost
    - Mileage for commuting to and from work place not allowed
  - c. Car Rental/Lease/Corporate Vehicles
    - Included in firm's audited multiplier or as other direct cost
  - d. Hotel/Meals
    - Allow only for infrequent call-in of an out of state consultant for a limited period of time
    - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
    - Allowed charges to be identified as other direct costs
  - e. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges
    - Include in firm's audited multiplier
  - f. Relocation, second domicile or subsistence expenses
    - Negotiable on a case by case basis
  - g. Reproduction Costs
    - Bill as other direct costs if not in audited multiplier
  - h. All other direct costs will be detailed in the contract billing
5. Unallowable Costs
  - a. Bonus
    - Not allowed as a direct charge or in the multiplier
  - b. Entertainment Costs
  - c. Marketing Costs
    - Only as allowed in audited multipliers
  - d. Non-identifiable Costs



- e. Donations
  - Only as allowed in audited multipliers
- f. Mark-up on sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

## INVOICING

CONSULTANT will submit invoices to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. The Project Manager may delay approval for up to five (5) working days to review the Progress Report and invoice. The invoice will tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.

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**130 W Congress Facade Upgrade  
Pima County**

**Tucson, AZ**  
WJE File #2018.4988



Scope of Work Task	Principal	Associate Principal	Senior Associate	Architect/Engineer III	Architect/Engineer II	Subtotal Fees	Airfare	Hotel per day	Per Diem (per person)	Ground Transport and Airport Parking (rental car p/day)	Subtotal Expenses	Comments / Assumptions
	\$287	\$243	\$206	\$174	\$140		\$800	\$145.00	\$45	\$75		
<b>Construction Administration</b>												
Construction Meetings (Assume weekly OAC meetings on line; 60 total and project meetings for coordination)		120	120		24	\$ 57,240	2	8	16	3	\$ 3,705.00	Assume one in-person meeting, includes weekly OAC meetings, includes meetings with subcontractors and Pima County to review concepts
Site Visits and Report (Assume 25 total; site visit average every 2-1/2 weeks)	24	164	258		50	\$ 106,888	25	30	58	30	\$ 29,210.00	One-day site visit performed every other week during construction (total 22) with site visit report. Assume two staff (AP and SA) at SV at start of construction. Assume 4 additional half day onsite meeting during SV (AP staff).
Air and Water Penetration Testing (to be performed during SV)			96	96		\$ 36,480	2	6	12	6	\$ 3,460.00	Assume testing at 4 locations for 2 days each for 2 staff (SA and AEIII). To be performed during scheduled SV (expenses for 1 additional staff)
RFI (approximately 2.7 hours per week throughout construction)	8	45	45		65	\$ 31,601						
Pay Applications		12				\$ 2,916						
Shop Drawings/Submittals	4	36	40			\$ 18,136						Assume initial review and resubmittal review of shop drawings. Assumed submittals for review include Alcove design, plinth and associated miscellaneous submittals
Closeout	4	20	20			\$ 10,128	3	4	8	6	\$ 3,790.00	Assume two (2) in-person meeting. Assume that as-builts will be generated by contractor and reviewed
Mockup Onsite (includes testing of mockup)	8	24	36			\$ 15,544	3	8	9	8	\$ 4,565.00	Assume 3 days onsite by SA and 2 days onsite by AP for review and testing of mockup. Includes expenses for one additional trip if retesting is required.
											\$ 1,200.00	Expense for rental and shipping of testing equipment
Alcove Design and Drawings (including structural design)	6	24	40		24	\$ 19,154						Includes architectural design at Alcove, associated structural and coordination with electric, MEP, etc.
Annual recertification of roof anchors (2023 and 2024)		4	32			\$ 7,564			8	4	\$ 660.00	Includes recertification inspection (visual) and report for annual roof anchor reinspection
<b>Total Construction Administration</b>	54	449	655		163	\$ 305,651					\$ 46,590.00	
						\$ 45,848						15% contingency
						\$ 398,089						<i>total (w/ contingency and reimbursable)</i>

Substantial Completion Date 6/3/2024      60 weeks

**Wiss, Janney, Elstner Associates, Inc.**  
**Schedule of Direct Labor and Indirect Expense Rates**  
Pima County  
Based upon Current Average Salary Rates at WJE Positions

as of 4/18/2023

Billing Classification	Avg. Hrly Rate	211.59% **		10.00%	2.38%	2023	2024	2025
		Overhead	Subtotal	Profit	FCCM			
Effective Dates:						4/1/2023	4/1/2024	4/1/2025
						3/31/2024	3/31/2025	3/31/2026
escalation:							6.00%	4.00%
Senior Principal	\$ 106.05	\$ 224.39	\$ 330.44	\$ 33.04	\$ 2.52	\$ 366.00	\$ 388.00	\$ 404.00
Principal	\$ 80.57	\$ 170.48	\$ 251.05	\$ 25.10	\$ 1.92	\$ 278.00	\$ 295.00	\$ 307.00
Associate Principal	\$ 68.36	\$ 144.64	\$ 213.00	\$ 21.30	\$ 1.63	\$ 236.00	\$ 250.00	\$ 260.00
Senior Associate	\$ 57.94	\$ 122.60	\$ 180.54	\$ 18.05	\$ 1.38	\$ 200.00	\$ 212.00	\$ 220.00
Associate III	\$ 49.09	\$ 103.87	\$ 152.96	\$ 15.30	\$ 1.17	\$ 169.00	\$ 179.00	\$ 186.00
Associate II	\$ 39.28	\$ 83.11	\$ 122.39	\$ 12.24	\$ 0.93	\$ 136.00	\$ 144.00	\$ 150.00
Associate I	\$ 33.06	\$ 69.95	\$ 103.01	\$ 10.30	\$ 0.79	\$ 114.00	\$ 121.00	\$ 126.00
Senior Specialist	\$ 44.15	\$ 93.42	\$ 137.57	\$ 13.76	\$ 1.05	\$ 152.00	\$ 161.00	\$ 167.00
Specialist	\$ 36.00	\$ 76.17	\$ 112.17	\$ 11.22	\$ 0.86	\$ 124.00	\$ 131.00	\$ 136.00
Senior Technician	\$ 31.50	\$ 66.65	\$ 98.15	\$ 9.82	\$ 0.75	\$ 109.00	\$ 116.00	\$ 121.00
Technician II	\$ 27.88	\$ 58.99	\$ 86.87	\$ 8.69	\$ 0.66	\$ 96.00	\$ 102.00	\$ 106.00
Technician I	\$ 23.28	\$ 49.26	\$ 72.54	\$ 7.25	\$ 0.55	\$ 80.00	\$ 85.00	\$ 88.00

\*\* Overhead Rates are determined using a single tier method of calculation. The rates have been audited by the public accounting firm of FGMK, LLC, are based upon actual expenses of fiscal year 2022 and are documented through an audit report.

**END EXHIBIT B**



**PROCUREMENT DEPARTMENT**

DESIGN & CONSTRUCTION DIVISION • 150 W. CONGRESS STREET, 5<sup>th</sup> FLOOR • TUCSON, ARIZONA 85701-1317  
TELEPHONE (520) 724-8161 • FAX (520) 724-3646

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMPREHENSIVE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMPREHENSIVE AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

**Wiss, Janney, Elstner Associates, Inc.**  
Insured Firm

GL95662212 / CA5721463 / CUP2T45283623NF / WC015853342 / WC015853341  
Policy Number

Greyling Insurance Brokerage  
Insurance Carrier

[See attached COI] \_\_\_\_\_ Matias Ormaza  
Authorized Carrier Signature Printed Name

March 20, 2023  
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)

3/20/2023

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).

<b>PRODUCER</b> Greyling Insurance Brokerage 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Sam Barbera <b>PHONE (A/C, No. Ext):</b> 847-753-7211 <b>E-MAIL ADDRESS:</b> sbarbera@wje.com	<b>FAX (A/C, No):</b> 847-291-9371	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	<b>INSURER A:</b> Nat'l Union Fire Ins Co of Pittsburgh, PA		19445
	<b>INSURER B:</b> Travelers Prop Casualty Co of America		25674
	<b>INSURER C:</b> New Hampshire Ins. Co.		23841
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 73487476

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL9566221	4/1/2023	4/1/2024	EACH OCCURRENCE	\$2,000,000				
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000				
							MED EXP (Any one person)	\$25,000				
							PERSONAL & ADV INJURY	\$2,000,000				
							GENERAL AGGREGATE	\$4,000,000				
							PRODUCTS - COMP/OP AGG	\$4,000,000				
								\$				
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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 <input checked="" type="checkbox"/> Comp/Coll <input checked="" type="checkbox"/> \$250/\$500 ded.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA5721463	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000				
							BODILY INJURY (Per person)	\$				
							BODILY INJURY (Per accident)	\$				
							PROPERTY DAMAGE (Per accident)	\$				
								\$				
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP2T45283623NF	4/1/2023	4/1/2024	EACH OCCURRENCE	\$1,000,000				
							AGGREGATE	\$1,000,000				
								\$				
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N</td> <td>N/A</td> </tr> </table>	Y/N		N	N/A		<input checked="" type="checkbox"/>	WC015853342 (AOS) WC015853341 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
Y/N												
N	N/A											
							E.L. EACH ACCIDENT	\$1,000,000				
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000				
							E.L. DISEASE - POLICY LIMIT	\$1,000,000				

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

WJE No. 2018.4988.1- 130 West Congress Exterior Facade

Additional Insured: Additional Insured: Pima County, its departments, districts, boards, commissions, officers, officials, agents and employees

**CERTIFICATE HOLDER****CANCELLATION**

Pima County  
 Procurement Department Design  
 & Construction Division  
 130 W Congress Street, 3rd Floor  
 Tucson AZ 85701-1317

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

AUTHORIZED REPRESENTATIVE

Matias Ormaza

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Greyling Insurance Brokerage		NAMED INSURED Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfcngsten Rd. Northbrook IL 60062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Pima County Procurement Department Design & Construction Division

**ADDRESS:** 130 W Congress Street, 3rd Floor Tucson AZ 85701-1317

Subject to the terms, conditions, limitations and exclusions of the policy evidenced herein: The above are included as Additional Insureds when required by written contract with the Named Insured under the general liability and auto liability, but only with respect to services provided by Wiss, Janney, Elstner Associates, Inc., regarding the referenced project.

Excess/Umbrella Liability Policy follows form.

When agreed in written contract, coverage is provided on a primary and non-contributory basis.

Waiver of Subrogation applies to all listed policies.

POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.



POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

**Name Of Person(s) Or Organization(s):**  
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: CA5721463

**COMMERCIAL AUTO  
CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR COVERED  
AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera
<b>Endorsement Effective Date:</b> 04/01/2023
<b>SCHEDULE</b>
<b>Name Of Person(s) Or Organization(s):</b> AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1.

of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 3/20/2023 forms a part of

policy No. CA5721463 issued to Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

by Nat'l Union Fire Ins Co of Pittsburgh, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



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**Authorized Representative or Countersignature (in States Where Applicable)**

74445 (10/99)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 3/20/2023 forms a part of

Policy No. CA5721463 issued to Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

By  
Nat'l Union Fire Ins Co of Pittsburgh, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:**

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained



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**Authorized Representative**

62897 (6/95)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC015853342 (AOS)

Issued to Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

By New Hampshire Ins. Co.

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 any one not named in the Schedule.

**Schedule**

**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT  
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.**

The premium charge for the endorsement is INCLUDED

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

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

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



**Authorized Representative**

primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

**b. Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and

self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in



this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

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

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or