



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

Award Contract Grant

Requested Board Meeting Date: 04/06/2021

* = Mandatory, information must be provided

or Procurement Director Award

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

Lloyd Construction Company, Inc.

***Project Title/Description:**

Construction Manager at Risk Services: 130-150 W. Congress Facade Upgrades (XGCEXT)

***Purpose:**

Amendment: Contract No. CT-FM-19-394, Amendment No. Two (2). This amendment amends the scope of work, extends the term of the contract to 1/31/2024 and increases the contract amount by \$11,122,766.00 through the incorporation of Guaranteed Maximum Price One (1) (GMP 1) for a cumulative not-to-exceed amount of \$11,231,394.33. Administering Department: Facilities Management.

This amendment incorporates GMP 1 which addresses the complete Curtain Wall replacement for the 130 W Congress Street building.

***Procurement Method:**

Pursuant to Solicitation for Qualifications No. SFQ-PO-1900003, on 04/16/19, the Board of Supervisors awarded a contract for this project in the amount of \$68,478.33 for a contract term of 04/16/19 to 04/30/21 for pre-construction services. Amendment No. 1 was approved by the Procurement Director to increase the contract amount by \$40,150.00 for pre-construction design assist services.

Attachment: Amendment No. Two (2)

***Program Goals/Predicted Outcomes:**

To resolve the leaking issues of the windows and walls in the 130 and 150 W Congress Street buildings.

***Public Benefit:**

Eliminating the air and water infiltration will prolong the buildings life, save annual energy costs and improve the working environment of the occupants of the building.

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No.

VER 5
PO 1900003-1
PO 1900003-2

To COB 3/19/21
Ver 5
Pgs 39 (1)

Contract / Award Information

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

Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

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

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: CT Department Code: FM Contract Number (i.e., 15-123): 19-394

Amendment No.: Two (2) AMS Version No.: Five (5)

Commencement Date: 04/06/21 New Termination Date: 01/31/24

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 11,122,766.00

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

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

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

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

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

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

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

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

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

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

***Funding Source:** _____

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

Contact: Meagan Lynch Digitally signed by Meagan Lynch Date: 2021.03.16 07:11:26 -0700 Scott Loomis Digitally signed by Scott Loomis Date: 2021.03.16 08:08:14 -0700

Department: Procurement Terri Spencer Digitally signed by Terri Spencer Date: 2021.03.16 13:50:15 -0700 Telephone: 724-8221

Department Director Signature/Date: [Signature] 3/16/2021

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. R. [Signature] 3/17/21
(Required for Board Agenda/Addendum Items)

PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT

PROJECT: Construction Manager At Risk Services:
130-150 W. Congress Facade Upgrades (XGCEXT)

CONTRACTOR: Lloyd Construction Company, Inc.
2180 N. Wilmot Road
Tucson, Arizona 85712

CONTRACT NO.: CT-FM-19-394

AMENDMENT NO.: Two (2)

FUNDING: FM Capital Non-Bond Projects

CONTRACT TERM: 04/16/19 - 04/30/21	ORIGINAL CONTRACT AMOUNT:	\$	68,478.33
TERMINATION PRIOR AMENDMENT: 04/30/21	PRIOR AMENDMENT(S):	\$	40,150.00
TERMINATION THIS AMENDMENT: 01/31/2024	AMOUNT THIS AMENDMENT:	\$	11,122,766.00
	REVISED CONTRACT AMOUNT:	\$	11,231,394.33

CONSTRUCTION CONTRACT AMENDMENT

WHEREAS, on April 16, 2019, the Board of Supervisors approved the award of a Construction Manager at Risk Contract by COUNTY to CONTRACTOR for the above-named Project; and

WHEREAS, construction of the project was anticipated to be conducted in multiple phases; and

WHEREAS, CONTRACTOR and COUNTY have completed the majority of pre-construction services and have mutually agreed upon an acceptable GMP 1, to include the schedule and scope of work for the construction of GMP1 for the Project; and

WHEREAS, Solicitation for Qualifications No. SFQ-PO-1900003, upon which the procurement for this contract was based, provided that COUNTY would establish the goal for Small Business Enterprise (SBE) utilization for the construction under this contract in conjunction with the establishment of the GMP; and

WHEREAS, CONTRACTOR and COUNTY have reviewed all required documentation regarding available subcontracting opportunities, the certified SBE's who are ready, willing, able and qualified to perform the construction, and have agreed that due to lack of subcontracting opportunity, No SBE Goal will be established for GMP-1 of this project; and

WHEREAS, COUNTY and CONTRACTOR, pursuant to Article 1, have agreed to extend the Term of the contract to January 31, 2024; and

WHEREAS, COUNTY and CONTRACTOR, pursuant to Article 2, have agreed to incorporate GMP 1 into the contract; and

WHEREAS, COUNTY and CONTRACTOR pursuant to Article 3, have agreed to increase the Contract amount as identified in GMP 1; and

WHEREAS, COUNTY's acceptance of GMP 1 is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable.

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 1 – TERM

From: "This Contract, as approved by the Board of Supervisors, commences on April 16, 2019 and terminates on April 30, 2021, unless sooner terminated or further extended for Project completion. COUNTY may, with written notice to CMAR, extend this Contract for such additional period or periods as may be required for Project completion."

To: "This Contract, as approved by the Board of Supervisors, commences on April 16, 2019 and terminates on January 31, 2024, unless sooner terminated or further extended for Project completion. COUNTY may, with written notice to CMAR, extend this Contract for such additional period or periods as may be required for Project completion."

CHANGE: ARTICLE 2 – SCOPE OF WORK

Add the following paragraphs:

"I. The parties agree to proceed with the Construction Services for GMP 1. The Construction Provisions, Scope of Work and GMP 1 for Construction are hereby included in Appendix "E" to the Contract."

"J. Due to limited subcontracting opportunities No SBE Goal is established for GMP-1."

CHANGE: Paragraph A of ARTICLE 3 – PRECONSTRUCTION SERVICES FEE AND GUARANTEED MAXIMUM PRICE as follows:

FROM: "COUNTY will pay CMAR a Pre-construction Services Fee for Pre-construction Services. The CMAR'S Construction Services Fee, plus the cost of the Work (direct construction cost) including CMAR contingency, bonds, insurance and taxes (indirect construction costs) will comprise the GMP(s) to be established in compliance with **Appendix "B" Supplemental Provisions – Construction Costing (10 pages)** and **Appendix "C" General Conditions (48 pages)**. Unless otherwise agreed, CMAR'S GMP will include all required sales, use, franchise and other taxes in effect on the date of COUNTY approval of the GMP, as well as all applicable bond and insurance costs."

TO: "COUNTY will pay CMAR a Pre-construction Services Fee for Pre-construction Services. The CMAR'S Construction Services Fee, plus the cost of the Work (direct construction cost) including CMAR contingency, bonds, insurance and taxes (indirect construction costs) will comprise the GMP(s) to be established in compliance with Appendix "B" Supplemental Provisions – Construction Costing (10 pages) and Appendix "C" General Conditions (48 pages), and **Appendix "E" – GMP 1 (18 pages)**. Unless otherwise agreed, CMAR'S GMP will include all required sales, use, franchise and other taxes in effect on the date of COUNTY approval of the GMP, as well as all applicable bond and insurance costs."

CHANGE: Paragraph B of ARTICLE 3 – PRECONSTRUCTION SERVICES FEE AND GUARANTEED MAXIMUM PRICE as follows:

FROM: "The Pre-construction Services Fee will not exceed One Hundred Eight Thousand Six Hundred Twenty Eight Dollars and Thirty Three Cents (\$108,628.33), in accordance with the Pre-construction Services incorporated herein as APPENDIX "D" PRECONSTRUCTION SERVICES FEE PROPOSAL (3 pages), and APPENDIX "D-1" PRECONSTRUCTION SERVICES FEE PROPOSAL (2 pages)."

TO: "The Pre-construction Services Fee will not exceed One Hundred Eight Thousand Six Hundred Twenty Eight Dollars and Thirty Three Cents (\$108,628.33), in accordance with the Pre-construction Services incorporated herein as APPENDIX "D" PRECONSTRUCTION SERVICES FEE PROPOSAL (3 pages), and APPENDIX "D-1" PRECONSTRUCTION SERVICES FEE PROPOSAL (2 pages). CMAR GMP 1 Fee, that includes the Cost of the Work (direct construction cost), CMAR contingency, bonds, insurance and taxes (indirect construction costs) which comprises GMP 1, in the amount of Eleven Million One Hundred Twenty-Two Thousand Seven Hundred Sixty Six Dollars and Zero Cents (\$11,122,766.00) is hereby included in Appendix "E" and represents the maximum amount the County will pay for the Phase 1 Work identified in Appendix "E". COUNTY'S acceptance of GMP 1 is subject to the understanding of the Parties that all other elements of future GMPs, if any, are and remain negotiable."

ADD: The following documents to the Contract:

APPENDIX "E" Construction Manager at Risk Services: 130-150 W. Congress Facade Upgrades (XGCEXT) GMP 1, proposal dated March 9, 2021 (18 pages)

This Amendment shall be effective on April 6, 2021.

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

CMAR: Lloyd Construction Company, Inc.



Signature

William E. Lloyd, President

Name and Title (Please Print)

March 17, 2021

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

Regina L. Nassen

Name (Please Print)

3/15/21

Date

APPENDIX "E"

Construction Manager at Risk Services: 130-150 W. Congress Facade Upgrades (XGCEXT)

GMP 1

Proposal Dated March 9, 2021

(18 pages)



March 9, 2021

Mr. Nick Cajero
Architect
Pima County Facilities Management

Re: Project No. CT-FM-19-3940
130-150 W Congress Façade Improvements

Dear Mr. Cajero,

After our preliminary review of Lloyd Construction GMP for Building 130 W Congress per the agreement for Construction Manager at Risk Services for the above referenced project, here is our revised proposal. This Revised GMP is based on the 100% CD Submittal construction documents as prepared by WJE Engineers, Architects, Material Scientists dated 12/18/2020 including Addendum #1 dated 2/19/2021. This proposal includes the cost associated with the scope of work identified in the Scope of Work Overview. We have attached the GMP components per appendix B as required per our contract, as outlined below.

Total Contract Price \$11,122,766.00

Included GMP components under this cover:

1. GMP summary including a breakdown of our GC's
2. Scope of work overview
3. Schedule of Values
4. Document List
5. List of clarifications and exclusions
6. Project Schedule
7. Cash Flow Forecast

Please feel free to contact me should you have any questions at 520-268-5448 or joe@lloydconstruction.com. Thank you again for the opportunity to submit our Guaranteed Maximum Price.

Respectfully,

Joe Malisewski, Project Manager, Lloyd Construction
Cc: Julie Parizek, Pima County Facilities Management
Marty Klell, Pima County Facilities Management
Nate Riggle, Pima County Facilities Management
Brad Lloyd, LCC, Principal in Charge
Paul Pena, LCC, General Manager
Drew Neptune, LCC, Project Manager

2180 N. Wilmot Road
Tucson, AZ 85712
T 520.884.9821
F 520.884.1761
www.lloydconstruction.com

ROC 073113A
ROC 073114B-01



Project Name: 130 W Congress Facade Improvement
Project No. CT-FM-19-394
Date: 3/3/2021

SECT	DESCRIPTION	TOTAL	SUB	Silk Print to Mimic Grills	Heat Soak	Replace all Blinds in Lieu of R&R	Replace all Contain Sills in Lieu of R&R
01 00 00	GC's & GR's	1,524,878	Lloyd				
01 74 23	Final Cleaning	32,145	Budget				
02 41 19	Swing Stages & Covered Walkway	352,760	Action				
	X-ray & Load Testing at Pic Points	151,000	Allowance				
02 41 19	Temp Barriers & Weather Protection	478,456	Lloyd				
02 41 19	Selective Demolition - Interior	182,632	Lloyd				
02 41 19	Selective Demolition - Abatement	245,000	Southwest Hazzard				
02 41 19	Selective Demolition - Curtain Wall	561,738	Kovach				
03 01 19	Rout & Seal Crack Repair	0	w/Joint Sealants				
05 04 00	Miscellaneous Steel	145,200	Cutter Steel				
02 41 19	Selective Demolition - Steel Clips	56,776	Lloyd				
05 40 05	Cold Form Steel Framing	0	w/Gypsum (Lloyd)				
06 10 00	Rough Carpentry	5,000	Lloyd				
	Window Sills remove & reinstall	80,040	Lloyd				102,960
	Window Sills Replacement Allowance	15,000	Allowance				
07 14 16	Cold Fluid-Applied Waterproofing Flashing System	0	W/Joint Sealants				
07 19 17	Saline Water Repellent	89,161	Charles Court				
07 21 00	Insulation	24,763	Budget				
07 24 13	EIFS	18,900	Budget				
07 32 16	SBS-Modified Bitumen Roofing	32,887	Progressive Roofing				
07 62 00	Sheet Metal Flashing & Trim	48,305	Charles Court				
07 65 00	Flexible Flashing	0	w/Sheet Metal				
07 81 00	Spray Applied Fireproofing	144,994	Charles Court				
07 84 00	Fire stopping Penetrations	28,177	Kovach				
07 92 00	Joint Sealants	290,290	Charles Court				
08 44 13	Curtain Wall	2,766,595	Kovach	36,563	3,218		
08 80 00	Clazing	0	w/Kovach				
08 91 19	Fixed Aluminum Louvers	0	w/Kovach				
	Gypsum Repairs	411,193	Budget				
	Ceramic Tile Repairs	36,300	Budget				
	Flooring Repairs	58,152	Budget				
	Paint	60,588	Budget				
	Acoustical Ceiling Repairs	126,720	Budget				
09 97 24	Architectural Coatings	30,400	Charles Court				
09 97 24	R&R Brick for Architectural Coatings	4,325	Charles Court				
09 97 24	Window Coverings Remove & Replace	17,561	Basically Blinds			66,152	
	Window Coverings Replacement Allowance	11,448	Allowance				
	Electric & HVAC Allowance	25,000	Allowance				
	SUBTOTAL	8,056,184	SUBTOTAL	36,563	3,218	66,152	102,960
	SUBCONTRACTOR BONDS	0	SUB BONDS	0	0	0	0
	CONTRACTORS CONTINGENCY	402,809	CONTINGENCY	1,828	161	3,308	5,148
	GENERAL LIABILITY	84,590	PL/PP	364	34	696	1,081
	BUILDERS RISK	85,436	BUILDERS RISK	368	34	702	1,082
	BOND	64,718	BOND	294	26	531	827
	SALES TAX	5,659%	SALES TAX	2,231	196	4,037	6,283
	FEE	\$460,571	FEE	2,084	189	3,771	5,870
	Guaranteed Maximum Price (GMP)	\$9,671,984		43,772	3,852	79,195	123,261
	OTHER PROJECT COSTS:						
	COUNTY CONTINGENCY	15.00%					
	TOTAL CONTRACT COST	\$11,122,766					

PROJECT: 130 W. Congress Façade Upgrades
GENERAL CONDITIONS

March 9, 2021

Start Date: 07/08/21		Cal. Days	554						
Finish Date: 01/13/23		Work Days	396						
Budget: 9,671,984		Weeks	79.1						
SQ. Feet:		Months	18.3						
WK Burn Rate: \$ 19,265									
		QTY	UNIT	LABOR UNIT**	MAT'L UNIT	SUB UNIT	TOTAL COST*	REMARKS	Ext. GC COSTS
STAFFING									
Project Manager	79.1	WK	2,080	60	0		276,367		276,367
Project Engineer	79.1	WK	1,400	0	0		182,820		182,820
Superintendent	76.1	WK	1,600	53	0		205,053	Excludes 3 weeks of project closeout	205,053
Assist. Superintendent "2nd Shift"	16.8	WK	1,400	0	0		38,808		38,808
Foreman	76.1	WK	1,100	25	0		140,103	Excludes 3 weeks of project closeout	140,103
Safety Officer	7.6	WK	1,400	50	0		17,970	1 day/week	17,970
Office Staff	79.1	WK	800	800	0		167,783		167,783
Clean-up Labor	76.1	WK	700	145	0		98,986	Excludes 3 weeks of project closeout	98,986
Carpenter (Misc.)	57.1	WK	1,120	15	0		106,391	3/4-time Excludes project closeout	106,391
IT Support	1	LS	1,000	1,000	0		2,650		2,650
CPM / Scheduler	1	LS	1,500	1,500	0		3,975		3,975
Project Accountant	0	WK	0	0	0		0		0
Bookkeeper	0	WK	0	0	0		0		0
Office Manager	0	WK	0	0	0		0		0
							0		0
VEHICLES/ PARKING									
Vehicle Allowance	0	MO	0				0		0
Company Vehicle - Superintendent	17.6	MO	0	2,400			42,204	Time starts at mobilization	42,204
Company Vehicle - Gas	0	MO	0				0	W/ Company Vehicle	0
Storage Yard	17.6	MO	0	800			14,068	Time starts at mobilization	14,068
Company Van	17.6	MO	0	2,400			42,204	Time starts at mobilization	42,204
Parking Fees	17.6	MO	0	200			3,517	Time starts at mobilization	3,517
MOVING EXPENSES/ TEMP LIVING									
Temporary Housing	0	MO	0				0		0
Per Diem / Subsistence	0	WK	0	200			0		0
Meals & Lodging	0	MO	0				0		0
Mileage	1	LS	0	1,500			1,500		1,500
Moving Expenses	0	LS	0				0		0
Relocation Allowance	0	LS	0				0		0
OFFICE TRAILER									
Office Trailer (??x??)	0	MO	0				0		0
Delivery, Set-up & Remove	0	LS	0				0		0
Stairs, Ramps & Patio	0	LS	0				0		0
Furniture	1	LS	0	1,000			1,000		1,000
Plan Table	0	LS	0				0		0
Plan Racks	0	LS	0				0		0
Conference Table & Chairs	0	LS	0				0		0
TELEPHONES & RADIOS									
Internet to Trailer	0	LS	0				0		0
Cell Phones	17.6	MO	0	400			7,034	Time starts at mobilization	7,034
COMPUTER EQUIPMENT & SOFTWARE									
Computers	17.6	MO	0	500			8,792	Time starts at mobilization	8,792
Software Licenses	0	EA	0				0		0
Router & Wireless LAN	0	LS	0				0		0
OFFICE SUPPLIES									
Office Supplies	17.6	MO	0	100			1,758	Time starts at mobilization	1,758
Employee Badges	0	EA	0				0		0
Coffee Service	0	MO	0				0		0
Bottled Water Service	76.1	WK	0	45			3,426	Time starts at mobilization	3,426
OFFICE EQUIPMENT									
Copier/Printer Rental	18.3	MO	0	500			9,139		9,139
Printer - Purchased	0	EA	0				0		0
POSTAGE & SHIPPING									

PROJECT: 130 W. Congress Façade Upgrades

GENERAL CONDITIONS

March 9, 2021

Start Date: 07/08/21	Cal. Days 554
Finish Date: 01/13/23	Work Days 396
Budget: 9,671,984	Weeks 79.1
SQ. Feet:	Months 18.3
WK Burn Rate: \$ 19,265	

	QTY	UNIT	LABOR UNIT**	MAT'L UNIT	SUB UNIT	TOTAL COST*	REMARKS	Ext. GC COSTS
Postage & Shipping	0	MO	0			0		0
DRAWING REPRODUCTION								
Plan & Spec Reproduction	1	EA	0	500		500		500
Record Drawings	0	EA	0			0		0
TRAVEL & MEALS								
Travel, Meals, Lodging	0.0	MO	0	200		0		0
Ceremony - Ground Breaking	0	LS	0			0		0
Ceremony - Topping Out	0	LS	0			0		0
Ceremony - Safety Lunches	0	EA	0			0		0
Safety Awards	0	LS	0			0		0
Meeting Lunches & Entertainment	0	LS	0			0		0
STORAGE & WAREHOUSE								
Storage Trailer Rental - 20'	17.6	MO	0	600		10,551	Time starts at mobilization	10,551
Storage Trailer Rental - 40'	0	MO	0			0		0
Storage Trailer Rental - Delivery & Setup	1	LS	0	1,000		1,000		1,000
Offsite Warehouse	0	MO	0			0		0
CONTRACTOR EQUIPMENT								
Air Compressor	0	MO	0			0		0
Gator	0	MO	0			0		0
Equipment - Rental	1	LS	0	15,000		15,000		15,000
Equipment - Purchased	0	LS	0			0	Eq. bought for project	0
Equipment Fuel	0	MO	0			0		0
HOISTING								
Crane Rental	0	EA	0			0		0
Tower Crane	0	EA	0			0		0
Special Hoisting	0	MO	0			0		0
TOOLS & HARDWARE								
Small Tools	1	LS	0	3,000		3,000		3,000
TEMPORARY PROTECTION								
Floor Protection	1	LS	0	10,000		10,000		10,000
Wall Protection	1	LS	0	10,000		10,000		10,000
Weather Protection	1	LS	0	10,000		10,000		10,000
JOBSITE CLEANUP								
Dumpster Rental	17.6	MO	0	1,200		21,102	Time starts at mobilization	21,102
Dump Fees	0	EA	0			0		0
Periodic Cleanup	0	MH	0			0		0
Trash Cart	6	EA	0	100		600		600
Trash Chute	0	MO	0			0		0
Street Sweeping	0	MO	0			0		0
Concrete Washout	0	EA	0			0		0
Paint Washout	1	EA	0	1,000		1,000		1,000
MISCELLANEOUS OPERATIONS SUPPORT								
Drinking Water Station	0	LS	0			0		0
Shaded Break Area	0	LS	0			0		0
SITE SECURITY								
Security Guard	0	MO	0			0		0
Security Cameras	0	MO	0			0		0
Temp Fencing	2000	LF	0	3		6,000		6,000
Wind Screen	2000	LF	0	2		3,000		3,000
Temp Fencing - Maintenance	0	MO	0			0		0
TEMPORARY ROADS & LAYDOWN & SWPPP								
Temporary Road - Grading	0	LS	0			0		0
Temporary Road - Maintenance	0	LS	0			0		0
Laydown Yard	0	LS	0			0		0

PROJECT: 130 W. Congress Façade Upgrades

March 9, 2021

GENERAL CONDITIONS

Start Date: 07/08/21		Cal. Days 554						
Finish Date: 01/13/23		Work Days 396						
Budget: 9,671,984		Weeks 79.1						
SQ. Feet:		Months 18.3						
WK Burn Rate: \$ 19,265								
	QTY	UNIT	LABOR UNIT**	MAT'L UNIT	SUB UNIT	TOTAL COST*	REMARKS	Ext. GC COSTS
SWPPP - Installation	0	LS	0			0		0
SWPPP - Maintenance	0	MO	0			0		0
TEMPORARY TOILETS								
Temp Toilets - Weekly Service	4	EA	17.6	MO	0	1,000	17,585	Time starts at mobilization 17,585
Temp Toilets - Biweekly Service	0	EA	0	MO	0		0	0
Hand Washing Station	2	EA	17.6	MO	0	500	8,792	Time starts at mobilization 8,792
Delivery & Setup	0	LS	0			0		0
PROJECT SIGNS								
Project Signs	1	EA	0		500		500	500
Tower Crane Sign	0	EA	0				0	0
SAFETY EQUIPMENT & SUPPLIES								
First Aid Station	0	LS	0				0	0
First Aid Supplies	0	MO	0				0	0
Hard Hats	0	LS	0				0	0
Safety Vests	0	LS	0				0	0
Eye Protection	0	EA	0				0	0
Fall Protection	0	EA	0				0	0
Misc. Safety Supplies	1	LS	0		20,000		20,000	20,000
Safety Signage	0	LS	0				0	0
LADDERS, BARRICADES & SAFETY RAILS								
Covered Pedestrian Walkways	0	EA	0				0	0
Traffic Control & Barricades	1	LS	0		8,000		8,000	8,000
Temporary Stairs & Ladders	0	LS	0				0	0
Temp Wood for Stair Pans	0	LS	0				0	0
FIRE PROTECTION								
Fire Extinguishers	25	EA	0		100		2,500	2,500
F.E. Servicing	0	EA	0				0	0
TOTAL GENERAL CONDITIONS						1,524,678		1,524,678



3/9/2021

Project No. CT-FM-19-394
130-150 W Congress Façade Improvements

Scope of Work Overview

General Overview:

130 W Congress Façade Improvements is a complete Curtain Wall replacement for the building located at 130 W Congress, removal and replace joint sealants in exterior precast concrete panels, clear penetrating sealer to all exterior precast panels and interior finishes restoration adjacent to curtain wall.

Alternates:

Proposal includes 4 Alternates:

1. Provide glass with silk print to mimic existing diamond pattern grill (to be removed) at select window bays.
2. Provide alternate cost for heat soaking all IGU's with a tempered glass unit on the exterior side.
3. Replace all window blinds in lieu of removing and reinstalling existing window coverings. Current scope includes an allowance to replace up to 10% due to damage.
4. Replace all Corian sills in lieu of removing and replacing existing. Current scope includes an allowance to replace up to 10 % due to breakage

Anticipated Construction Schedule:

Issue NTP:	April 12, 2021
Mobilize & Start Construction:	July 8, 2021
Substantial Completion:	January 13, 2023

General Scope Includes:

- a. Install Interior Safety & Air Barriers
- b. Interior Selective Demolition adjacent to Curtain Wall
- c. Demolition of existing Curtain Wall
- d. Asbestos abatement necessary to remove and replace steel supports only.
- e. New Steel supports and connections
- f. Patch and Repair of Spray-on Fireproofing disturbed in conjunction with this project.
- g. Install New Curtain Wall
- h. Fire Stopping
- i. Route & Seal Crack Repair of Exterior Precast Panels
- j. Water repellent sealer on all exterior Precast Panels
- k. New Foil-faced Mineral Wool Insulation
- l. Roof repairs
- m. EIFS repairs
- n. Repair Interior Finishes associated with interior demolition:
 - i. Metal Framing and Drywall
 - ii. Ceilings
 - iii. Paint

- iv. Window Coverings
- v. Window sills
- vi. Carpet repair/replace

Project Name: 130-150 W Congress Façade Improvements
 Project No. CT-FM-19-394

3/9/2021 Schedule of Values

Description	Scheduled Value	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Balance To Finish
General Conditions	\$1,524,678						\$1,524,678
Final Cleaning	\$32,145						\$32,145
Swing Stages	\$352,760						\$352,760
X-ray & Load Testing at Pic Points (Allowance)	\$151,000						\$151,000
Temp Barriers	\$478,456						\$478,456
Demolition	\$744,370						\$744,370
Abatement	\$245,000						\$245,000
Masonry	\$4,325						\$4,325
Steel	\$201,976						\$201,976
Carpentry	\$85,040						\$85,040
Window Sills Replacement (Allowance)	\$15,000						\$15,000
Caulking, Sealants & Insulation	\$627,913						\$627,913
EIFS	\$18,900						\$18,900
Roofing	\$32,887						\$32,887
Curtain Wall	\$2,794,772						\$2,794,772
Gypsum Repairs	\$411,193						\$411,193
Ceramic Tile Repairs	\$36,300						\$36,300
Flooring Repairs	\$58,152						\$58,152
Paint	\$60,588						\$60,588
Acoustical Ceiling Repairs	\$126,720						\$126,720
Specialties / Window Coverings	\$17,561						\$17,561
Window Roving Replacement (Allowance)	\$11,448						\$11,448
Mechanical & Electrical (Allowance)	\$25,000						\$25,000
Contractors Contingency	\$402,809						\$402,809
Bonds & Insurance	\$234,743						\$234,743
Taxes	\$517,676						\$517,676
Fee	\$460,571						\$460,571
Total	\$9,671,984	\$	\$	\$	\$	\$	\$ 9,671,984

Billed to DATE \$ 9,671,984

Note: Total does NOT include unencumbered County contingency amount of \$1,450,782.

**130-150 W Congress Façade Improvements
Project No. CT-FM-19-394**

Document List

130 W Congress Facade Improvements

100% cd Submittal 12/18/2020

Drawing Sheet Index

Sheet Number Sheet Title

G001	Title Sheet
G002	Site Plan
A101	First Floor Plan
A102	Second Floor Plan
A103	Third Floor Plan
A104	Fourth Floor Plan
A105	Fifth Floor Plan
A106	Sixth Floor Plan
A107	Seventh Floor Plan
A108	Eighth Floor Plan
A109	Ninth Floor Plan
A110	Tenth Floor Plan
A111	Eleventh Floor Plan
A112	Overall Roof Plan
AD201	North Elevation - Demolition
AD202	South Elevation - Demolition
AD203	East Elevation - Demolition
AD204	West Elevation - Demolition
AD301	Demolition Sections
AD401	Demolition Details
A201	North Elevation
A202	South Elevation
A203	East Elevation
A204	West Elevation
A205	Window Schedule
A206	Window Schedule
A301	Sections
A401	Enlarged Elevations
A402	Enlarged Elevations
A403	Enlarged Elevations
A501	Details
A502	Details

Drawing Sheet Index Continued

A503	Details
A504	Details
A505	Details
A506	Details
A507	Details
A508	Details
A509	Details
A510	Details
S201	Framing Elevations
S202	Framing Elevations
S203	Framing Elevations
S204	Framing Elevations
S301	Connection Details
S302	Support Details

PROJECT MANUAL

<u>Section</u>	<u>Description</u>
----------------	--------------------

DIVISION 00 - CONTRACTING REQUIREMENTS

00 01 02 Table of Contents

DIVISION 01 - GENERAL REQUIREMENTS

01 23 00	Alternates
01 25 00	Substitution Procedures
01 30 00	Administrative Requirements
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 50 00	Temporary Facilities and Controls
01 54 01	Architect/Engineer Use of Contractor's Access Equipment
01 60 00	Product Requirements
01 70 10	Execution of Work
01 74 19	Construction Waste Management and Disposal
01 74 23	Final Cleaning
01 77 00	Closeout Procedures
01 78 39	Project Record Documents

DIVISION 02 - EXISTING CONDITIONS

02 41 19 Selective Demolition

DIVISION 03 - Concrete

03 01 30 Rout and Seal Crack Repairs

DIVISION 05 - METALS

05 04 00 Miscellaneous Steel

<u>Section</u>	<u>Description</u>
05 40 05	Cold Formed Steel Framing
06 10 00	Rough Carpentry
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	
07 14 16	Cold Fluid-Applied Waterproofing Flashing System
07 19 17	Silane Water Repellent
07 21 00	Thermal Insulation
07 24 13	Polymer-Based Exterior Insulation and Finish System
07 52 16	SBS- Modified Bitumen Membrane Roofing
07 62 00	Sheet Metal Flashing and Trim
07 65 00	Flexible Flashing
07 81 00	Spray Applied Fireproofing
07 84 00	Firestopping Penetrations, Joints, and Perimeter Fire Barriers
07 92 00	Joint Sealants
DIVISION 08 - OPENINGS	
08 44 13	Glazed Aluminum Curtain Walls
08 80 00	Glazing
08 91 19	Fixed Aluminum Louvers
DIVISION 09 - FINISHES	
09 20 00	Gypsum Wallboard Repairs
09 97 2	Architectural Coating (Non- Elastomeric)

Addendum #1 dated 2-19-2021

3/9/21

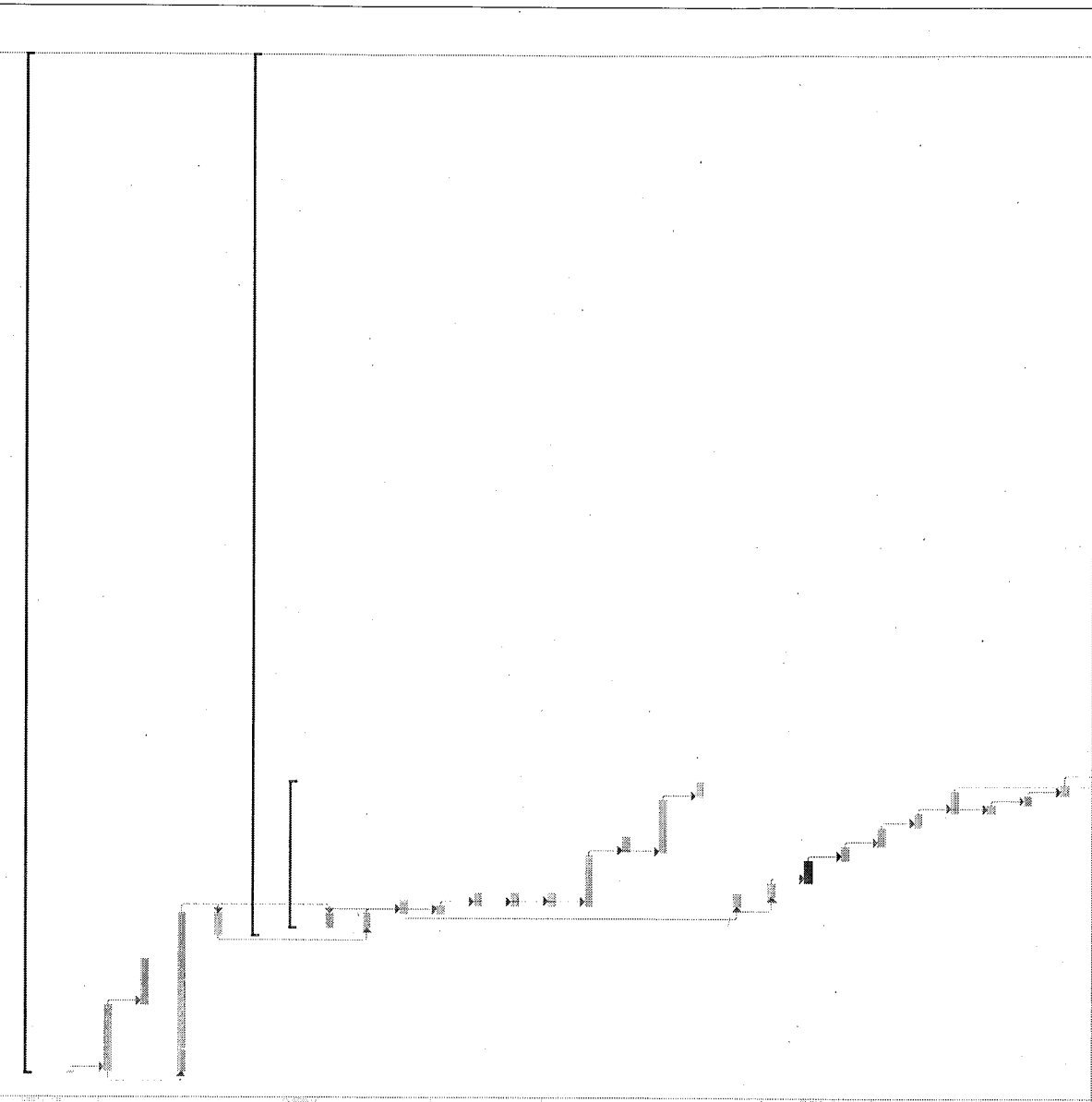
Project No. CT-FM-19-394

130-150 W Congress Façade Improvements

1. Scope of work only includes the building Located at 130 W Congress. Building 150 W Congress is excluded in its entirety.
2. GMP is for all work to be performed by Lloyd Construction and its subcontractors.
3. Fee for Construction Phase fee is 5%.
4. Request for Information turnaround time not to exceed 5 working days.
5. Schedule is based Submittal review time being completed by Designers in 10 working days or less.
6. Asbestos abatement limited to removal of spray on fireproofing necessary to install new steel and transite panels.
7. Items labels as "allowance" in the Cost of Work will be priced during the course of construction.
8. All utility services by Owner including power. If electric capacity is not sufficient to power swing stages Lloyd will furnish temporary generators.
9. All special inspections and testing are by Owner including third party sampling, Owner/other will contract separately.
10. Seismic Design and delegated design are excluded, with the exception of customary design requirements.
11. Contingency is represented a lump sum amount. Contingency encumbrances shall be used for buyout of scopes as needed including scopes that don't have an assigned subcontractor and/or items that were shown in the construction documents but not included on the cost of work, unforeseen conditions, design related modifications not related to changes in project scope.
12. The following Allowances have been includes in this proposal:
 - a. \$151800.00 for x-ray and load test for pick points
 - b. \$11,448.00 for replacing up to 15% of the window treatment
 - c. \$15,000.00 for replacing up to 10% of the Corian Sills
 - d. \$25,000.00 for any Mechanical and Electric scope
13. GMP included selective demolition of 2'-0" in any direction adjacent to the curtain wall. If additional demolition is needed a change order will be required.
14. We will do our best to match damaged ceiling tiles, however a perfect match is not guaranteed.
15. All painting is to be completed during normal business hours.
16. The only after hour work included in the GMP is the Asbestos Abatement. All other work to be completed during normal business hours.
17. Schedule does not include daily inspections and/or process inspection if contractor is subject to this level of scrutiny additional time and cost will be reimbursed.
18. A minimum of 8'-0" clear from face of curtain wall into the building will provided to install weather/safety barrier.
19. Abatement of hazardous material is limited to 12" in any direction of new steel to be installed. Additional hazardous material beyond that is excluded.
20. There is no Electric or HVAC work identified in the plans and specifications, however we know some will be encountered. GMP includes a \$25,000.00 Allowance for this scope.
21. GMP excludes any work associated with the replacement of existing HVAC filters.

130-150 W Congress Façade Improvements
STATEMENT OF ALL CLARIFICATIONS AND EXCLUSIONS

22. The current construction sequence/plan incorporates the existing tenants to remain in the building and be relocated away from the direct construction areas. The exterior of the building will be opened to the elements and excessive heat, cold and humidity gain should be expected and controlled by the building energy management system at the sole responsibility of Pima County.
23. Contractor will photograph and document the condition of the Stained glass to be removed and reinstalled, and use the utmost care to remove and reinstall the stained glass above the west entrance, however due to the age of the glass and potential field conditions it is possible the glass could be damaged. GMP excludes any costs associated with remediation of any damage. Prior to this work being completed Lloyd and Pima County will investigate alternate options to make the best decision for the completion of this scope.
24. Contractor requires that an entire building elevation (all levels) is to be vacated in order to complete installation of the new curtain wall.
25. Spandrel insulation is per plans and specifications.
26. Contractor is allowed to bill for materials stored off site with appropriate security and documentation.
27. Spontaneous breakages can occur months or even years after installation. Contractor does not warrant its glass against the presents of such material or against breakage of any kind or case, including spontaneous breakage, breakage due to the presence of these materials, breakage due to damage to the glass; or breakage due to any other cause after installation.
28. Contractor to remove and dispose of the existing anodize aluminum grill.
29. Total Construction Calendar Days (CCD) is 641 days from the notice to proceed date to Substantial Completion.



ID	Task Name	Duration	Start	Finish
1	Building 130 (11 Stories)	447 days	Mon 4/12/21	Fri 1/13/23
2	GMP Approved Issued NTP	1 day	Mon 4/12/21	Mon 4/12/21
3	Buyout - Issue subcontracts	30 days	Tue 4/13/21	Mon 5/24/21
4	Submittals	20 days	Tue 5/25/21	Tue 6/22/21
5	Materials Lead Time	70 days	Tue 4/13/21	Wed 7/21/21
6	Mobilize	10 days	Thu 7/8/21	Wed 7/21/21
7	Construction	385 days	Thu 7/8/21	Fri 1/13/23
8	WEST ELEVATION	65 days	Tue 7/13/21	Tue 10/12/21
9	Prima County Vacates West Elevation	7 days	Tue 7/13/21	Wed 7/21/21
10	Set-Up Swing Stages Zones 1, 2 & 3	7 days	Tue 7/13/21	Wed 7/21/21
11	Interior Barrier Zone 2	6 days	Thu 7/22/21	Thu 7/29/21
12	Pedestrian Protection	3 days	Thu 7/22/21	Mon 7/26/21
13	Pressure wash Zone 1	6 days	Tue 7/27/21	Tue 8/3/21
14	Pressure wash Zone 2	6 days	Tue 7/27/21	Tue 8/3/21
15	Pressure wash Zone 3	6 days	Tue 7/27/21	Tue 8/3/21
16	Joint Remediation Zone 1	24 days	Tue 7/27/21	Fri 8/27/21
17	Clear Penetrating Sealer Zone 1	7 days	Mon 8/30/21	Wed 9/8/21
18	Joint Remediation Zone 3	24 days	Mon 8/30/21	Fri 10/1/21
19	Clear Penetrating Sealer Zone 3	7 days	Mon 10/4/21	Tue 10/12/21
20	Interior Demolition Zone 2	6 days	Tue 7/27/21	Tue 8/3/21
21	Demo Curtain Wall Zone 2	7 days	Mon 8/2/21	Tue 8/10/21
22	Abate Zone 2 (NIGHT WORK)	10 days	Wed 8/11/21	Tue 8/24/21
23	Steel Zone 2	7 days	Wed 8/25/21	Thu 9/2/21
24	Patch Fireproofing Zone 2	7 days	Fri 9/3/21	Tue 9/14/21
25	Install New Curtain Wall Zone 2	7 days	Wed 9/15/21	Thu 9/23/21
26	Interior Repairs / Finishes Zone 2	10 days	Fri 9/24/21	Thu 10/7/21
27	Joint Remediation Zone 2	3 days	Fri 9/24/21	Tue 9/28/21
28	Clear Penetrating Sealer Zone 2	4 days	Wed 9/29/21	Mon 10/4/21
29	Punch West Elevation	5 days	Tue 10/5/21	Mon 10/11/21

ID	Task/Task Name	Start	Duration	Finish
31	Pima County Occupies West Elevation	Fri 10/8/21	1 day	Fri 10/8/21
32	North Elevation	Thu 7/8/21	155 days	Wed 2/16/22
33	Demo to expose structure in Council Room	Thu 7/8/21	10 days	Wed 7/21/21
34	Add Structural Support in Council Room	Thu 7/22/21	8 days	Mon 8/2/21
35	Interior Repairs & Finishes in Council Room	Tue 8/3/21	20 days	Mon 8/30/21
36	Set-Up Swing Stages North Elevation	Fri 10/1/21	7 days	Mon 10/11/21
37	Pima County Vacates North Elevation	Mon 10/11/21	7 days	Tue 10/19/21
38	Pressure wash North Elevation	Tue 10/12/21	4 days	Fri 10/15/21
39	Interior Barrier Safety North Elevation	Wed 10/20/21	17 days	Thu 11/11/21
40	Interior Demo North Elevation	Wed 10/27/21	26 days	Mon 1/24/22
41	Demo Curtain Wall North Elevation	Mon 11/8/21	21 days	Wed 12/8/21
42	Remove Pavers North Elevation	Thu 12/2/21	5 days	Wed 12/8/21
43	Abate North Elevation (NIGHT WORK)	Thu 11/18/21	21 days	Mon 12/20/21
44	R&R Steel Clips North Elevation	Thu 12/2/21	21 days	Mon 1/3/22
45	Patch Fire Proofing North Elevation	Tue 12/14/21	21 days	Thu 1/13/22
46	Install Curtain Wall North Elevation	Mon 12/27/21	21 days	Tue 1/25/22
47	Interior Repairs & Finishes North Elevation	Fri 1/7/22	25 days	Thu 2/10/22
48	Joint Remediation North Elevation	Tue 1/11/22	25 days	Mon 2/14/22
49	Clear Penetrating Sealer North Elevation	Tue 1/25/22	15 days	Mon 2/14/22
50	Punch North Elevation	Wed 2/9/22	5 days	Tue 2/15/22
51	Pima County Occupies North Elevation	Wed 2/16/22	1 day	Wed 2/16/22
52	East Elevation	Wed 2/16/22	117 days	Tue 8/2/22
53	Set-Up Swing Stages East Elevation	Wed 2/16/22	7 days	Fri 2/25/22
54	Pima County Vacates East Elevation	Thu 2/17/22	7 days	Mon 2/28/22
55	Pressure wash East Elevation	Mon 2/28/22	5 days	Fri 3/4/22
56	Interior Barrier Safety East Elevation	Tue 3/1/22	17 days	Wed 3/23/22
57	Interior Demo East Elevation	Tue 3/8/22	26 days	Tue 4/12/22
58	Demo Curtain Wall East Elevation	Tue 3/22/22	21 days	Tue 4/19/22
59	Remove Pavers East Elevation	Wed 4/20/22	5 days	Tue 4/26/22
60	Abate East Elevation (NIGHT WORK)	Tue 4/5/22	26 days	Tue 5/10/22

Project: Building 130 Big Sched
 Date: Fri 3/9/21

Task Split Milestone
 Summary Project Summary Inactive Task
 Inactive Milestone Inactive Summary Manual Task
 Duration-only Manual Summary Rollup Manual Summary External Task
 Start-only Finish-only External Task
 External Milestone Deadline Progress Manual Progress

ID	Task Name	Start	Finish	Duration	Mo	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	
61	R&R Steel Clips East Elevation	Thu 4/21/22	Thu 5/26/22	26 days																									
62	Patch Fire Proofing East Elevation	Mon 5/9/22	Tue 6/14/22	26 days																									
63	Install Curtain Wall East Elevation	Wed 5/25/22	Thu 6/30/22	26 days																									
64	Interior Repairs & Finishes East Elevation	Mon 6/13/22	Mon 7/25/22	30 days																									
65	Joint Remediation East Elevation	Thu 6/16/22	Thu 7/28/22	30 days																									
66	Clear Penetrating Sealer North Elevation	Wed 7/6/22	Fri 7/29/22	18 days																									
67	Punch East Elevation	Tue 7/26/22	Mon 8/1/22	5 days																									
68	Pima County Occupies East Elevation	Tue 8/2/22	Tue 8/2/22	1 day																									
69	South Elevation	Tue 8/2/22	Fri 1/13/23	115 days																									
70	Set-Up Swing Stages North Elevation	Tue 8/2/22	Wed 8/10/22	7 days																									
71	Pima County Vacates North Elevation	Wed 8/3/22	Thu 8/11/22	7 days																									
72	Pressure wash North Elevation	Thu 8/11/22	Tue 8/16/22	4 days																									
73	Interior Barrier Safety North Elevation	Fri 8/12/22	Tue 9/6/22	17 days																									
74	Interior Demo North Elevation	Fri 8/19/22	Mon 9/26/22	26 days																									
75	Demo Curtain Wall North Elevation	Wed 8/31/22	Thu 9/29/22	21 days																									
76	Remove Pavers North Elevation	Fri 9/23/22	Thu 9/29/22	5 days																									
77	Abate North Elevation (NIGIFF WORK)	Tue 9/13/22	Tue 10/11/22	21 days																									
78	R&R Steel Clips North Elevation	Fri 9/23/22	Fri 10/21/22	21 days																									
79	Patch Fire Proofing North Elevation	Wed 10/5/22	Wed 11/2/22	21 days																									
80	Install Curtain Wall North Elevation	Mon 10/17/22	Mon 11/14/22	21 days																									
81	Interior Repairs & Finishes North Elevation	Thu 10/27/22	Mon 11/28/22	21 days																									
82	Joint Remediation North Elevation	Mon 10/31/22	Wed 11/30/22	21 days																									
83	Clear Penetrating Sealer North Elevation	Mon 11/14/22	Tue 12/6/22	15 days																									
84	Punch North Elevation	Thu 12/1/22	Wed 12/7/22	5 days																									
85	Pima County Occupies North Elevation	Thu 12/8/22	Thu 12/8/22	1 day																									
86	Weather Delays	Fri 12/9/22	Thu 12/22/22	10 days																									
87	Project Close Out	Fri 12/23/22	Fri 1/13/23	15 days																									
88	Substantial Completion	Fri 1/13/23	Fri 1/13/23	1 day																									

Project: Building 130 Bid School
Date: Fri 3/9/21

Task: Milestone

Summary: Project Summary, Inactive Task

Inactive Milestone: Inactive Summary, Manual Task

Duration-only: Manual Summary Rollup, Manual Summary

Start-only: Start-only, Finish-only, External Tasks

External Milestone: External Milestone, Deadline, Progress

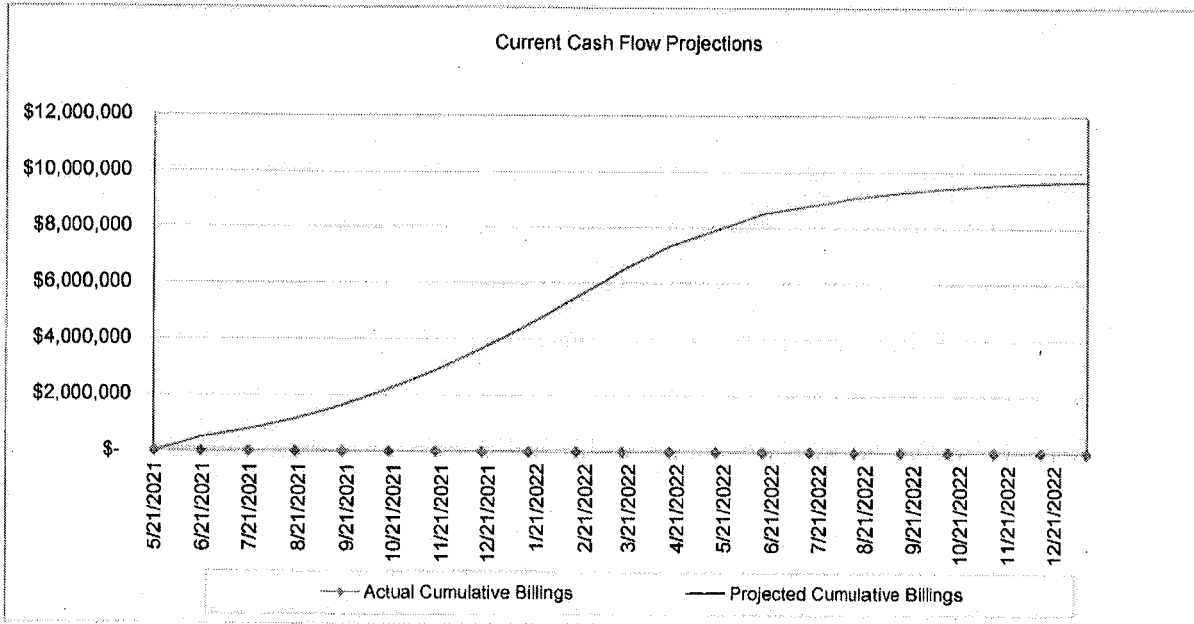
Manual Progress

Cash Flow Forecast

PROJECT NAME: 130 W Congress Façade Improvements
PROJECT NO.: CT-FM-19-394
DATE: 3/9/2021



Month-Yr.	Projected Billings per Month	Projected Cumulative Billings	Req #	Actual Monthly Billings	Actual Cumulative Billings
May-21	\$ 386,880.00	\$ -	1	\$ -	\$ -
Jun-21	\$ 96,720.00	\$ 483,600	2	\$ -	\$ -
Jul-21	\$ 290,160.00	\$ 773,760	3	\$ -	\$ -
Aug-21	\$ 386,878.00	\$ 1,160,638	4	\$ -	\$ -
Sep-21	\$ 483,598.00	\$ 1,644,236	5	\$ -	\$ -
Oct-21	\$ 580,318.00	\$ 2,224,554	6	\$ -	\$ -
Nov-21	\$ 677,039.00	\$ 2,901,593	7	\$ -	\$ -
Dec-21	\$ 773,759.00	\$ 3,675,352	8	\$ -	\$ -
Jan-22	\$ 870,479.00	\$ 4,545,831	9	\$ -	\$ -
Feb-22	\$ 967,198.00	\$ 5,513,029	10	\$ -	\$ -
Mar-22	\$ 967,198.00	\$ 6,480,227	11	\$ -	\$ -
Apr-22	\$ 870,479.00	\$ 7,350,706	12	\$ -	\$ -
May-22	\$ 580,319.00	\$ 7,931,025	13	\$ -	\$ -
Jun-22	\$ 580,319.00	\$ 8,511,344	14	\$ -	\$ -
Jul-22	\$ 290,160.00	\$ 8,801,504	15	\$ -	\$ -
Aug-22	\$ 290,160.00	\$ 9,091,664	16	\$ -	\$ -
Sep-22	\$ 193,440.00	\$ 9,285,104	17	\$ -	\$ -
Oct-22	\$ 145,080.00	\$ 9,430,184	18	\$ -	\$ -
Nov-22	\$ 120,900.00	\$ 9,551,084	19	\$ -	\$ -
Dec-22	\$ 82,212.00	\$ 9,633,296	20	\$ -	\$ -
Jan-23	\$ 38,688	\$ 9,671,984	21	\$ -	\$ -
Totals	\$ 9,671,984			\$ -	



Note Total does NOT include unencumbered County contingency amount of \$1,450,782.



LLOYCON-01

MASCOLINOE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2021

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

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

PRODUCER Insurance Office of America One South Church Avenue Suite 1200 Tucson, AZ 85701	CONTACT NAME: Elizabeth Mascolino PHONE (A/C, No, Ext): FAX (A/C, No): (520) 867-6840
	E-MAIL ADDRESS: Elizabeth.Mascolino@ioausa.com
INSURED Lloyd Construction and Complete Concrete 2180 N. Wilmot Tucson, AZ 85712	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Continental Casualty Company 20443
	INSURER B: Benchmark Insurance Company 41394
	INSURER C:
	INSURER D:
	INSURER E:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6083145401	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BUA6076312345	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUE 6076312359	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB193460-03	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder and Project Owner as Additional Insured if required per written contract subject to all policy terms, conditions and exclusions; coverage shall be primary and non contributory; waiver of subrogation shall apply; per attached forms CG2010R (12/11), CA7109 (01/17), CG7102 (02/15), WC000313 (04/84).

Project: 130-150 W. Congress Facade Upgrades

CERTIFICATE HOLDER Plima County Facilities Management Dept. Construction Contracts Manager 150 West Congress Street 3rd Floor Tucson, AZ 85701-1317	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

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

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

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

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to 4. Coverage Extensions:

(Extra Expense – Theft)

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at 3. to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at 1.b. is amended to provide the following limits:

- b. Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

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

- 4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

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

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

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

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS**, C. is replaced by the following:

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

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item 2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. Damage to Property is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this **Voluntary Property Damage Coverage**, our right and duty to defend ends when we have paid the **Limit of Liability** or the **Aggregate Limit** for this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this **Care, Custody and Control Property Damage Coverage**, our right and duty to defend ends when we have paid the **Limit of Liability** or the **Aggregate Limit** for this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. **COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

5. **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended to read **SUPPLEMENTARY PAYMENTS**

SECTION III - LIMITS OF INSURANCE

A. **The Following Items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B; and
 - d. Damages under Coverage H.

B. The following are added:

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.
9. **Aggregate Limits of Insurance (Per Location)**
The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
10. **Aggregate Limits of Insurance (Per Project)**
The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.
11. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this **Voluntary Property Damage Coverage**, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

12. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$50,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

The following are added:

1. **Condition (5) of 2.c.**

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

2. **Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

SECTION V – DEFINITIONS

The following definition is added for this endorsement only:

23. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2020

Policy No.: WCB204824-03

Endorsement No.

Insured: Lloyd Construction Company, Inc.

Premium:

Insurance Company: Benchmark Insurance Company



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
3/19/2021

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

AGENCY Insurance Office of America One South Church Avenue Suite 1200 Tucson, AZ 85701		PHONE (A/C, No, Ext): (602) 338-9720	COMPANY Continental Casualty Company 333 South Wabash Avenue Chicago, IL 60604	
FAX (A/C, No): (520) 867-6840	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: LLOYCON-01		LOAN NUMBER		POLICY NUMBER C6076490028
INSURED Lloyd Construction and Complete Concrete 2180 N. Wilmot Tucson, AZ 85712		EFFECTIVE DATE 5/1/2020	EXPIRATION DATE 5/1/2021	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE

REMARKS (Including Special Conditions)

Special Conditions:
Project: 130-150 W. Congress Facade Upgrades

Remarks:
Builders Risk Limits
Wood/Frame Construction - Building & Jobsite Limit - \$4,000,000
Joisted Masonry Construction - Building & Jobsite Limit - \$4,000,000
SEE ATTACHED ACORD 101

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Pima County Facilities Management Dept. Construction Contracts Manager 150 W Congress Street 3rd Floor Tucson, AZ 85701	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Insurance Office of America		NAMED INSURED Lloyd Construction and Complete Concrete 2180 N. Wilmot Tucson, AZ 85712	
POLICY NUMBER C6076490028			
CARRIER Continental Casualty Company	NAIC CODE 20443	EFFECTIVE DATE: 05/01/2020	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 27 FORM TITLE: EVIDENCE OF PROPERTY INSURANCE

Remarks:
Non-Combustible Construction - Building & Jobsite Limit - \$25,000,000
MNC or Better Construction - Any One Building Limit - \$25,000,000
Covered Property in Transit - \$250,000 Limit
Off-Site Fabrication - \$250,000 Limit

Bond number: 107311337

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

KNOW ALL MEN BY THESE PRESENTS THAT:

Lloyd Construction Company Inc.

(hereinafter "Principal"), as Principal, and Travelers Casualty & Surety Company of America (hereinafter "Surety"), a corporation organized and existing under the laws of the State of CT with its principal office in the City of Hartford, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of \$11,122,766.00, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the **6th of April, 2021** for:

CMAR 130-150 W. Congress Façade Upgrades XGCEXT

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

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

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

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

Witness our hands this 18th day of March, 2021.

Lloyd Construction Co., Inc.
Principal
Travelers Casualty & Surety Company of America
Surety

By: 

Rick Mascolino VP-Attorney In Fact

William E. Lloyd, Pres.

By: _____

Bond Number 107311337

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

KNOW ALL MEN BY THESE PRESENTS THAT:

Lloyd Construction Company Inc.

(hereinafter "Principal"), as Principal, and Travelers Casualty & Surety Company of America

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of CT, with its principal office in the City of Hartford, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of \$11,122,766.00, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, **6th of April, 2021** for:

CMAR 130-150 W. Congress Façade Upgrades XGCEXT

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

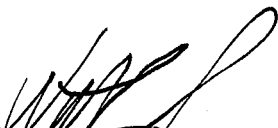

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it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

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

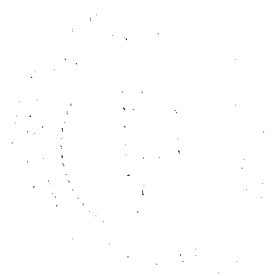
The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge in the court.

Witness our hands this 18th day of March, 2021.

Lloyd Construction Co., Inc.
Principal
Travelers Casualty & Surety Company of America

By:  William E. Lloyd, Pres.
Rick Mascolino VP-Attorney in Fact
By: 

Surety





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

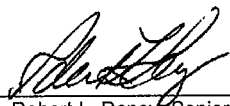
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **RICHARD J MASCOLINO** of **GILBERT, Arizona**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

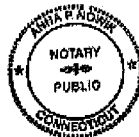
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **March**, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.