



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/18/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arrington Watkins Architects, LLC (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Pima County Adult Detention Complex Study (XMJSTY)

***Purpose:**

Award: Contract No. CT-CPO-24-052. The award of contract is recommended to the highest qualified consultant in the amount of \$820,858.00 for a contract term of 06/18/24 to 6/1/26 for the Pima County Adult Detention Complex Study. Administering Department: Project Design and Construction.

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2300017 was conducted in accordance with A.R.S. § 34-603 and Pima County Supervisors Policy D29.1. Six (6) responsive statement of qualifications were received and evaluated by a three (3) member committee using qualifications and experience-based selection criteria. As a result of the scoring of the written statement of qualifications, the highest qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award, Risk Management Approval, and Contract.

***Program Goals/Predicted Outcomes:**

Define options for expansion or replacement of the facilities at the Adult Detention Center Complex including construction cost estimates for budgeting purposes.

***Public Benefit:**

Establish a cost effective approach to increasing capacity of the corrections facility and improve services, operational efficiencies, inmate and staff safety, mental health and medical services, etc. to support the Sheriff's operations.

***Metrics Available to Measure Performance:**

Timely completion of expansion and replacement concepts that meet the Sheriff's Department and Pima County's programmatic goals and construction costs with sufficient detail for planning detail for planning and budgeting purposes..

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: CPO Contract Number (i.e., 15-123): 24-052
Commencement Date: 06/18/24 Termination Date: 06/01/26 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 820,858.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: General Fund Paygo**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 820,858.00 % 100
Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No
If Yes, Is the Contract to a vendor or subrecipient? _____
Were insurance or indemnity clauses modified? ☒ Yes ☐ No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? ☐ Yes ☒ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____
***Funding Source(s) required:** _____
Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

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

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

***Funding Source:** _____

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

Contact: Procurement Officer Dawn Dargan Digitally signed by Dawn Dargan
DN: cn=Dawn Dargan, o=County of San Diego, ou=Procurement
and Acquisition, email=dawn.dargan@csd.ca.gov, c=US Acting Division Manager Judy Cooper Digitally signed by Judy Cooper
Date: 2024.05.29 16:05:10 -0700
Department: Acting Procurement Director Scott Loomis Digitally signed by Scott Loomis
Date: 2024.05.30 16:09:10 -0700 Telephone: 520-724-9071

Department Director Signature: [Signature] Date: 5/30/24
Deputy County Administrator Signature: [Signature] Date: 5/31/2024
County Administrator Signature: [Signature] Date: 6/1/2024



Modification to Insurance or Indemnity Clause

Date: 5/29/2024

Requestor Name: Dawn Dargan

Department: Procurement

☐

Change to Insurance

☒

Change to Indemnity

Supplier Name: Arrington Watkins Architects, LLC

Contract No: CT-CPO-24-052

Project Title/Description:

Architectural and Engineering Design Services: Pima County Adult Detention Complex Study (XMJSTY)

Requested Change:

9.1. To the fullest extent permitted by law, Consultant will, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, by any act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants. This

☒

Approved

☐

Denied

Risk Management:

A handwritten signature in blue ink, appearing to read "M. Juro".

Comments:



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: August 4, 2023

The Procurement Department hereby issues formal notice to respondents to Solicitation No. SFQ-PO-2300017 for Architectural and Engineering Design Services: Pima County Adult Detention Complex Study, that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after August 21, 2023.

Award is recommended to the most qualified Respondent.

AWARDEE NAME

Arrington Watkins Architects, LLC

OTHER RESPONDENT NAMES

CGL Companies
DLR Group, Inc.
HDR Architecture, P.C.
TreanorHL, Inc.
WSM Architects, a Division of Shive-Hattery, Inc.

NOTE: Pursuant to A.R.S. §34-603(H), only the names of the firms on the final list may be disclosed.

Issued by: Dawn Dargan, Procurement Officer

Telephone Number: 520-724-9071

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov

PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION DEPARTMENT

PROJECT: Architectural and Engineering Design Services: Pima County Adult Detention Complex Study (XMJSTY)

CONSULTANT: Arrington Watkins Architects, LLC
3003 North Central Ave, Suite 2400
Phoenix, AZ 85012

CONTRACT NO.: CT-CPO-24-052

AMOUNT: \$820,858.00

FUNDING: General Fund Paygo

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 Arrington Watkins Architects, LLC, hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Pima County Adult Detention Complex Study ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. SFQ-PO-2300017 for Pima County Adult Detention Complex Study (the Solicitation). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant's Response. Consultant's representations in response to Pima County Solicitation No. SFQ-PO-2300017, Consultant was determined to be the most qualified for this Project.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on June 18, 2024, and terminates on June 1, 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 Architectural and Engineering Design Services for the County as described in Exhibit A – Scope of Services (4 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Section 5. 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. Definitions.

- 4.1. Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by County.

- 4.2. Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with Article 5.
- 4.3. Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (49 pages).
- 4.5. Fee. Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. Labor Rates. Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant's fixed Fee.
- 4.9. Indirect Costs. Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

4. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Section 5 and Section 6.
- 5.2. Compensation Schedule. Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule. Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the Consultant's invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request. The

cumulative payment for the actual costs of any task may not be more than the “not to exceed” cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.

5.3. 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.

5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$820,858.00.

5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.

5.6. 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 Services 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.

5.7. Invoice Adjustments. For the period of record retention required under Section 25, 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.

5.8. 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. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in Exhibit B. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.

5.9. Invoice Discrepancies. County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

6. Project Baseline and Adjustments.

6.1. Schedule. County and Consultant have agreed upon the Project scope and the total Cost Plus Fixed Fee and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e., design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.

6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may

delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:

- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County -caused delay; provided, however, that if the County -caused delay overlaps a period of delay attributable to any other cause, the extension for County -caused delay is limited to the number of non-overlapped days of County -caused delay.
- 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
- 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
- 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
- 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
- 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
- 6.2.7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- 6.3 Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Section. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

7. Reallocation of Funds.

- 7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.
- 7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost

savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:

7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County's department representative and the Consultant's project manager by written agreement.

7.2.2. Procurement Director. County's Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.

7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.

7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

8. **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.

8.1. 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.

8.2. Insurance Coverages and Limits.

8.2.1. 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.

8.2.1.1. 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.

8.2.1.2. 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.

8.2.1.3. 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.

8.2.1.4. 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.

- 8.2.1.5. 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 three years beginning at the time work under this Contract is completed.

8.3. Additional Insurance Requirements:

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

- 8.3.1. 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.

- 8.3.2. 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.

- 8.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded 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.

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

8.4. 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.

8.5. 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.

- 8.5.1. 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.

- 8.5.2. 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.

8.6 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.

9. **Indemnification.**

9.1. To the fullest extent permitted by law, Consultant will, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, 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. This indemnity will survive the expiration or termination of this Contract.

9.2. 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.

9.3. 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, its agents, employees or indemnities.

10. **Laws and Regulations.**

10.1. 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.

10.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.

10.3. 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.

11. **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.

12. **Consultant's Performance.**

12.1. 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.

- 12.2. **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.
13. **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 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.
14. **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 or any Subconsultant, except as may be required by law.
15. **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.
15. **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.
16. **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).
17. **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.
19. **Termination of Contract for Default.**
- 19.1. Upon a failure by Consultant to cure a default under this Contract within ten 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.
- 19.2. **Default Events.** The following constitutes an event of default:
- 19.2.1. 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;
- 19.2.2. 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;
- 19.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;

- 19.2.4. 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;
- 19.2.5. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the contract;
- 19.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
- 19.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
- 19.2.8. 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.

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

- 19.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, 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;
- 19.3.2. 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
- 19.3.3. Subject to the immediately preceding subparagraph 19.3.2, 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.

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

- 19.4.1. Except for subparagraph 19.2.8 in subsection 19.2 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:
 - 19.4.1.1. Acts of God or of the public enemy,
 - 19.4.1.2. Acts of County in either its sovereign or contractual capacity,
 - 19.4.1.3. Acts of another Contractor in the performance of a contract with County,
 - 19.4.1.4. Fires,
 - 19.4.1.5. Floods,
 - 19.4.1.6. Epidemics,
 - 19.4.1.7. Quarantine restrictions,
 - 19.4.1.8. Strikes,
 - 19.4.1.9. Freight embargoes,

19.4.1.10. Unusually severe weather, or

19.4.1.11. 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

19.4.2. 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.

19.5. Receipt of Notice. For the purposes of subsection 19.1 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.

19.6. 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 Contract for convenience as set forth in Section 20.

19.7. Rights and Remedies. The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this contract.

20. **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.

21. **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.

22. **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:
Rod Lane, Director
Project Design & Construction
150 W Congress, 3rd Floor
Tucson, AZ 85701
Tel: (520) 724-3085

CONSULTANT:
Michael Quinn, Principal
Arrington Watkins Architects, LLC
3003 N Central Avenue, Suite 2400
Phoenix, AZ 85012
Tel: (602) 279-4373

23. **Other Documents**. County and Consultant in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. SFQ-PO-2300017, and on representations and information in the Consultant's response to said SFQ. 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 will prevail.

24. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 are first exhausted. No right or remedy is intended to be

exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

25. **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.

26. **Books and Records.**

26.1. 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.

26.2. 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.

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

28. **Disputes.**

28.1. Resolving Dispute. In the event of a dispute between 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.

28.2. Performance. The parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

29. **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.

30. **Public Records.**

30.1. 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.

30.2. Records Marked Confidential.

30.2.1. 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.

30.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked Confidential 10 business days after the date of notice to the Consultant of the request for release, unless Consultant has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. 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 Confidential, nor is County in any way financially responsible for any costs associated with securing such an order.

31. Legal Arizona Workers Act Compliance.

31.1. 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.

31.2. 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.

31.3. 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.

31.4. Subconsultants. Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Section 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."

31.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Consultant. In the event that remedial action under this Section 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.

32. **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.

33. **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.
34. **Amendment.** Except for the amendment provision above in Section 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
35. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

(The remainder of this page intentionally left blank)

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

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

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONSULTANT:



Signature

MIKE QUINBY, MANAGING PRINCIPAL

Name and Title (Please Print)

6.3.2024

Date

ATTEST:

Clerk of the Board

Date

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



New Buildings Division

150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701

SCOPE OF PROFESSIONAL SERVICES

DATE (Version): April 11, 2023, revised April 23, 2024
PROJECT NAME: Pima County Adult Detention Complex Study
PROJECT LOCATION: 1270 W Silverlake Road

A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

1. General Provisions:

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:

The project is located in Tucson, Arizona at the Pima County Adult Detention Complex. The facility is located at 1270 W. Silverlake Road. The original detention building was constructed in the 1960s and has undergone expansion projects in the 1980s and again in 2003. The complex encompasses more than 384,000 square feet and includes administration, visitor lobby, vehicular sallyport, intake, housing areas with dayrooms and exercise yards, video visitation, infirmary, kitchen and property storage. There are several ancillary buildings on the site which include a training center, two modular buildings and the commissary, refer to site MAP.

The facility has a backlog of deferred maintenance that is being addressed but there are several areas that are problematic and more challenging to correct while maintaining operations and require wholesale replacement of the building systems and demolition of existing portions of the facility to remove and reinstall new systems. Additionally, there are several projects currently underway including an electronic security project which replaces the camera and door security control systems, a kitchen renovation and various improvements to inmate housing pods. While these projects will improve those specific areas

and the building systems, they are limited in scope and will not resolve the challenges related to the lack of inmate housing, detox and mental health housing, supervision and operational challenges of the existing facility and changes to correctional philosophies that are not supported in the existing facility as referenced in the Blue Ribbon Commission's report.

The goal of this project is to evaluate the existing detention complex, identify the issues related to both the physical condition of the facility and the operational limitations that the current facility can support. Since the addition in 2003, the correctional operation has experienced changes that have been limited by the current facility. Examples of these changes are the increased awareness of mental health, a rise in drug and alcohol treatment necessary at the facility, changing demographics of the detention population and changes within the local/state judicial system. With this information the CONSULTANT shall develop options to make improvements to the existing facility including renovations, additions, demolition of areas and/or a complete replacement of the facility on site or potentially another location.

The scope includes two phases that will run concurrently.

Phase 1: Existing Conditions Assessment

A complete building condition assessment is not the goal of this study. A mid-level review of the existing building systems; structural, mechanical, electrical, electronic security, plumbing, electrical, etc. and their overall condition as necessary to identify major building systems that are either beyond their useful life, inadequate to support the facility or do not meet current code requirements. Evaluation of the facility to identify deficiencies related to safety of inmates, correctional staff and visitors shall be included with the assessment.

The CONSULTANT shall review and analyze the detention population data provided to determine where the existing facility is deficient relative to national detention and industry, standards, PREA, etc., as well as benchmarking of contemporary facilities, specifically the services for detox, mental health and medical. Analyze the population data relative the existing housing to determine capacity deficiencies and or any surplus of housing types, including future housing needs. Support areas such as food service, corrections staff areas, etc. shall also be included in the evaluation.

After review and approval by the County the phase 1 information will be used to inform and be used to develop phase 2.

Phase 2: Recommendations for Improvements

Based on the findings of the assessment and analysis of the population data, the CONSULTANT shall develop recommendations for improvements to the facility with an emphasis on preserving portions of the existing structure that can be renovated, increasing safety, housing needs, both current and future, physical limitations creating operational challenges and other deficiencies identified in phase 1.

The COUNTY needs the study to inform decisions on options for renovating and expanding on the current site with the associated construction costs for the recommended improvements.

3. Project Schedule:

Design Services shall begin upon receipt of a Notice to Proceed from the Project Manager.

Phase 1

- a) Site Investigations/Existing Conditions Evaluation – 2 Months
- b) Programming meetings with Pima County to review the current Sheriff/Pima County and population analysis – 2 Months (concurrent with task a)

Phase 2

- a) Development of Assessment and Recommendations – 4 months

b) Finalize Options/Recommendations with Cost Estimates – 2 months

A project schedule shall be developed by the CONSULTANT per the above timelines with input from the COUNTY and the Project Team. Include review periods for the County.

4. Design Services Detail:

- Site Investigations/Existing Conditions Review: The CONSULTANT shall review the current Adult Detention Center Complex of the existing conditions, major system deficiencies, limitations to operations, site restraints, etc. Review shall include architectural, structural, electrical, plumbing, mechanical, security, life-safety and any other building systems necessary for its operations.
- Programming: The CONSULTANT shall meet with the COUNTY and its stakeholders to gain a high-level understanding of the existing operations at the current facility to inform planning efforts. Operational areas include but are not limited to:
 - Inmate housing sizes, types and arrangement
 - Food Services
 - Visitation
 - Booking and Intake
 - Outside Agency Programs
 - Educational programs
 - Mental Health
 - Health Care
 - Detoxification
 - Supervision
 - Correctional Staff Work Areas
 - Commissary
 - Pre-trial/Court Services
 - Transitional Support
- Population Data Analysis: The CONSULTANT shall review and analyze the population data provided by the COUNTY to identify deficiencies and information recommendations. The COUNSULTANT shall meet with the COUNTY to review the data, inquire about any anomalies and missing information to understand to the greatest extent possible the demographics, length of stay and any other related information.
- Development of Options: The CONSULTANT shall provide options based on the investigations, meetings with the COUNTY and analysis to resolve the issues identified. The conceptual plans shall be massing diagrams based on square foot ranges addressing the areas of greatest need as reviewed and approved by both the CONSULTANT and the COUNTY. The recommendations shall include feedback from the COUNTY relative to phasing of the improvements to maintain existing operations at the existing site. The options shall be reviewed with the COUNTY for feedback and comments, and they shall be revised based on the comments and conversations.
- Finalize Options/Recommendations: The CONSULTANT shall finalize the option/s developed and provide their recommendation, considerations and challenges for each option and an itemized construction cost estimate for each option. The construction cost shall be based on the estimated sizes established with cost ranges, escalation, phasing, and other cost considerations. The CONSULTANT shall review formatting of the estimate with the COUNTY for presentation to COUNTY leadership.
- Leadership Presentation and Review: The CONSULTANT shall present the final recommendations to the COUNTY and its Stakeholders and answer questions they may have about the study. Additional information may be required as requested by the COUNTY at that time.

B. SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

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

1. As-built/record drawings for each building location with the most up to date information available. Site information related to utilities, boundaries, site restraints, etc.
2. A Project Manager from Facilities Management assigned to work with the CONSULTANT;
3. Access to each location.
4. Any reports and/or mitigation known to the COUNTY that is regarding the presence of hazardous materials on the property, structural evaluations and any other building or building system assessments.
5. Jail population data, population projections, operations information, etc. to support the planning process.
6. Blue Ribbon Commission reports.

C. ADULT DETENTION CENTER SITE MAP



EXHIBIT B - COMPENSATION SCHEDULE (49 pages)

1. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS

(Detailed by Major Milestone, Not to Exceed Cost by Task (Direct Labor, Indirect, and Other Direct Costs), and Fixed Fee)

2. COMPENSATION DETAILS

A. Cost Allocation and Ceilings

The compensation schedule will contain the negotiated cost allocations for each individual task. The compensation schedule will be used to monitor cost expenditures and sets the fixed price that can be charged for work pursuant to the specified task.

B. Cost Adjustments

If, for valid reason(s), Consultant notifies the Project Manager that the requisite work cannot be performed within the task's compensation allocation, and the Project Manager (PM) concurs, County will consider modifying cost allocations. The total compensation may be increased only by formal amendment to this agreement.

C. Progress Payments

It is anticipated certain elements of the Project may take longer than one (1) month to complete. These elements may be at considerable cost to Consultant prior to their full completion and acceptance by County. In such cases, at the sole discretion of County, County may authorize interim progress payments to Consultant. The invoice from Consultant will be proportionate to the actual percentage of work completed through the period covered by the invoice, as accepted by the PM.

D. The Fixed Fee for each assignment will be negotiated on a case-by-case basis. The fee will be a percent of the Consultant or Co- Consultant level of effort cost estimate agreed to by the County excluding Sub-Consultants and other direct cost estimates. The fee will be fixed for the scope of work detailed in the contract. The fixed fee percentage will be based upon historical departmental percentages for similar assignments, published industry guidelines and magnitude and duration of the assignment. Fixed Fee for engineering Subconsultants will generally follow the same guidelines established for the prime consultants but can also be negotiated on a case-by-case basis as appropriate.

E. 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 contract. Said listing will be updated on an annual basis during the term of the contract
- Hourly fee schedules for various position titles are not allowed

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 will be allowed and approved in advance
 - Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.
- d. Subconsultants
Specific billing arrangements will be negotiated with specialty Subconsultants 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 subconsultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

C. **INVOICING**

Consultant will submit invoices monthly, 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) work 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.

(The remainder of this page intentionally left blank)



May 17, 2024

Ms. Dawn Dargan – Procurement Officer

Martyn Klell – Deputy Director Pima County PDC

Pima County Procurement Department

150 West Congress Street – Fifth Floor

Tucson, Arizona 85701

(520) 724 - 9071

Re: **Revised 2 - Professional Design Services – SFQ-PO-2300017; Architectural and Engineering Design Services: Pima County Adult Detention Complex Study**

Dear Ms. Dargan,

Thank you for the opportunity to work with your team and you on the Pima County Adult Detention Complex Study. In response to your request for updated Professional Services, Arrington Watkins Architects, LLC is pleased to submit the following revised fee proposal and detailed scope of work.

Project Understanding

This cost-plus fixed fee and scope of work is for the Pima County Adult Detention Complex Study.

NOTE: Based on our conversation of April 29, 2024 and the resubmitted scope of work document dated April 23, 2024 from Pima County, we are providing your team with the following revised scopes of work:

The Project: The project is located in Tucson, Arizona at the Pima County Adult Detention Complex. The facility address is 1270 W. Silverlake Road, Tucson, AZ. The facility capacity is approximately 2,000 to 2,200 inmates. The original detention building was constructed in the 1960s and has undergone expansion projects in the 1980s and most recently in 2003. The complex encompasses more than 384,000 square feet and includes administration, visitor lobby, vehicular sallyport, intake, housing areas with dayrooms and exercise yards, video visitation, infirmary, kitchen and property storage. Further, there are several ancillary buildings including a training center, and commissary and pretrial modulars.

Project Goals: The goals of the Phase 1 work for this project include:

- Mid-Level evaluation of the existing detention complex to understand facility condition related to useful life, ability to support current mission of the facility and current code compliance
- Review of population current and potential future
- Identify issues related to the physical condition of the facility
- Identify operational limitations for which the current facility physical plant can support
- Review current mental health and drug and alcohol treatment areas for appropriateness based on current need
- With the information discovered, develop options for improvements to the existing facility that include renovations, additions and/or complete replacement of systems at the facility site
- Develop ***high level macro program** document for facility functions

***High Level Macro Programming** – Our proposed programming effort for individual spaces will be at a high level. The names and sizes of some individual rooms will not be identified. However, based on our upcoming meetings with the County, we will determine the proposed overall size of the facility and the general space needs and adjacencies of each major department. In future phases that are not part of this scope, additional programming will be required before the facility design can be developed.

The facility has a backlog of deferred maintenance work for which some areas are in the process of being corrected. We understand there are challenges with conducting work in occupied and operational areas for a detention facility. There are several areas for which system replacements are more problematic and challenging to correct while maintaining operations. These areas may require wholesale demolition of portions of existing buildings. There are several on-going projects underway such as the security electronics replacement project and the kitchen renovation project with some improvements to various inmate housing pods. During our time in the field, we will do a high-level review of these projects for any potential impact this work may have on our scope of work. Further, we understand this limited work will not solve the current challenges faced at the facility for items such as lack of housing to address the multiple specialized populations, detox/medical and mental health housing, and treatment. It should be further expected our team may request drawings from the County related to the previously referenced work areas.

This scope of services includes professional architectural and engineering design services. Arrington Watkins Architects will work and coordinate with the required specialty consultants

during all design phases. The scope of work required for this project includes the following design disciplines for which some will have a limited scope of services:

- Architecture – Arrington Watkins Architects
- Civil Engineering – Dibble Associates
- Structural Engineering – Martin, White and Griffis
- MEP/Fire Protection Engineering – LSW Engineering
- Security Electronics – Security Design Consultants
- Cost Estimating – RLB

Cost Estimating – Contained in Phase 2 work - For each of the different concepts, our team's cost estimator will develop high level pricing based on a range of costs to guide our decision making in the final preparation of the most viable solution for Pima County.

Phase 1 – Existing Condition Assessment

Although a complete building condition assessment is not the goal of this study, a mid-level review of the existing building systems is necessary for a clear understanding of the facility and to identify those systems that have gone beyond their life expectancy, ability to support the mission of the facility and current code compliance. The various disciplines or areas for which the design team will be required to review include but may not be limited to structural systems and their conditions, mechanical, electrical, plumbing and their conditions, security electronics, food services, housing, medical, mental health treatment, and proper level of spaces provided based on latest industry standards. The facility's overall condition is only necessary at a level to inform the planning efforts necessary to develop options for either renovation versus in place replacement of some facilities with new structures.

High-Level Review of Operations: Our team will be conducting a high-level review of existing operations for the areas listed in the revised SOW. Prior to the team's on-site review, the County will provide the design team with operational narratives as to how the County is currently operating the facility. Further, the County will provide additional narrative information as to how the County would like to operate the facility in the future. The design team will review the operational narratives and may request additional information to properly analyze the existing operation of the Pima County Team to properly develop the functional exhibits for space planning purposes.

The primary objective of this review will be to develop an initial report for the determination of the functionality of components in relation to the existing physical plant and to inform future decisions regarding what may need to change operationally in the future to improve efficiency

and effectiveness for a renovated expanded jail facility. The Design Team will review and analyze the detention population data provided by the Pima County Team to determine where the existing facility is deficient relative to national detention and industry best practice standards for Detention Facilities.

Phase 2: Recommendations for Improvements

Based on the findings of the assessment and analysis of the population data provided by the Pima County Team, and through our Phase 1 assessment work, our team shall develop recommendations for improvements to the facility with an emphasis on preserving portions of the existing structure that can be renovated, while further making recommendations for increasing staff and detainee safety, housing needs, both current and future, identification of physical limitations creating operational challenges and other deficiencies identified in Phase 1.

The County needs the study to inform decisions on options for renovating and/or expanding on the current site along with the associated cost of construction for the work.

Final Report: The planning team will develop a final report that provides the County with options for both on site renovations and demolition of existing structures to be replaced on site with new facilities. The report is to contain enough information for the County to use as a tool in the development of future capital improvement budgets.

Scope of Service – Below is the listing of the tasks required for Phase 1 and Phase 2 work.

Note: To meet the Pima County timelines as identified in SOW, several of the tasks listed are required to be completed simultaneously.

SCOPE OF WORK

Phase 1 Work - Assessments

Task 1A. – Post Award Kick-off, Data Gathering and Analysis - Prior to Field Work

- After issuance of Notice to Proceed (NTP) – Submit all data and documentation requests to Pima County. Gather all required documentation received from Pima County – **Note:** See documentation required from the County Team, in separate section below.
- Receive and review operations narratives from Pima County Team
- Analyze and organize data received from the County Team
- Begin development of spreadsheets

- Establish timelines for due diligence site walks, interviews for programming and operations to be conducted as part of the field work for the first field trip.
- Set up Post Award Kick-off meeting to include Initial Strategy Session, Interviews for Operations with all Pima County and Design Team members.
- Develop initial Kick-off meeting agenda, meeting minutes and design team schedule

Task 1B. – Field Work - Site Investigations and Condition Assessments

- Two trips to the City of Tucson to conduct Kick-off Meeting, site due diligence and stakeholder reviews with all Pima County Team members, and design team members.
- During Kick-off Meeting - Establish parameters of the study to include the following:
 - Departments to be interviewed and included in the Phase 1 study
 - Holding and housing locations and capabilities (Population information to be provided by the Pima County Team)
 - Outside agency interface
 - Develop lines of communication
 - Develop time frames for which to interview each of the required agencies to understand operations and various special requirements
 - Gather and organize all documentation and prepare meeting minutes for all meetings this phase
- Face-to-face meetings with various Pima County Teams– On site 8 days
- **2 trips to the facility this task – Trips 001 and 002**
- **8 days – overnight stays in Tucson – Two staff**

Note 1: The focus of this task is for the design team to observe various equipment and systems, as directed by the County Team. The level of detail for this assessment work needs to be at a mid-level that provides both the County and Design Teams with enough detail to understand systems involved in the Phase 2 plan options.

An assessment is to be performed on existing Detention Facility components, systems and conditions such as structural systems, building envelope, mechanical-plumbing and electrical, fire protection/life safety, water/sewer and other main utility systems, lighting and site and building accessibility. Further, the design team will review staff and detainee safety issues along with various PREA issues observed during our site tours. We will not review data and communication systems. The team will further develop National Benchmarking standards to identify areas for which the existing Pima County Detention Center is deficient.

Particular attention will be paid to the system's current conditions and how their condition impacts potential for expansion and/ or adaptive reuse for new on-site facilities. Our analysis examines the feasibility of building additions and the impact this type of addition has on existing systems.

Note 2: All facilities will be in Tucson or outside of the 50-mile radius and as such will be included in the Reimbursable expense spreadsheet. Some of the consultants involved with this planning project are located in Tucson and will not have any reimbursable expenses.

Task 1C. – Condition Assessment Report

Based on the mid-level review of the existing building systems referenced above, and their overall condition, document major building systems that are either beyond their useful life, inadequate to support the facility or do not meet current code requirements. Evaluation of the facility to identify deficiencies related to safety of inmates, correctional staff and visitors shall be included with the assessment.

Deliverable: Initial Assessment Summary Report - The design team will develop a report based on our fieldwork, and research that will identify Pima County areas of deficiency. The report will include a summary of the design team's review and analysis of the detention facility including population data provided by the County that identifies where the existing facility is deficient relative to national detention and industry, standards, PREA, etc., as well as benchmarking of contemporary facilities, specifically the services for detox, mental health and medical. The report will further provide analysis of the population data relative to the existing housing to determine capacity deficiencies and or any surplus of housing types, including future housing needs. Support areas such as food service, corrections staff areas, etc. shall also be included in the evaluation.

After review and approval by the County of the Phase 1 preliminary report, the design team will make updates to the report as necessary. A final report document will be developed and will be used to inform and will be used to develop Phase 2 scope of work.

Phase 2 Work – Recommendations for Improvements

Task 2A. Development of Initial Recommendations Options

Based on the findings of the assessment and analysis of the population data as part of Phase 1, the design team shall develop alternatives and recommendations for improvements to the facility with an emphasis on preserving portions of the existing structure that can be renovated, increasing both staff and detainee safety, housing needs, both current and future, physical limitations creating operational challenges and other deficiencies identified in Phase 1 Report.

Design Services Detail:

- **Programming and Operations:** The design team will meet with the Pima County Teams and its stakeholders to gain a high-level understanding of the existing operations at the current facility to inform planning efforts. Operational areas include but are not limited to:
 - Inmate housing sizes, types and arrangement
 - Food Services
 - Visitation
 - Booking and Intake
 - Outside Agency Programs
 - Educational programs
 - Mental Health
 - Health Care
 - Detoxification
 - Supervision
 - Correctional Staff Work Areas
 - Commissary
 - Pre-trial/Court Services
 - Transitional Support
- At the conclusion of Task 2A., the design team will develop, submit and present a Draft Report to the County Team's for review and comments.
- Attend a face-to-face meeting at the Pima County Detention Center with designated staff and stakeholders to present a preliminary report of our findings and initial recommendations.
- Upon acceptance of the findings of the report by Pima County, proceed with Task 2B, as described below,
- **1 trip to facility this task – Trip #003**

Deliverables: Summary Report - Operational Narrative, Spreadsheet of space needs, supporting space and adjacency diagrams as appropriate, alternative massing/concept block diagrams of spaces - (PDF format).

- Develop an executive summary and presentation graphics.
- Present pros and cons of each development option to the Pima County executive team
- Summarize the most effective and efficient means for either renovation/expansion of the existing facility.
- Include cost estimating efforts from RLB Team

- Develop agendas and meeting minutes.

Task 2B. – Final Report

After receiving feedback at the conclusion of Task 2A, the design team will update the initial report to include all relevant comments from the Pima County Executive Team

- Present final Study Documentation to Pima County Executive Committee
- Develop Final Report by incorporating all discipline work into the final document for distribution to the key County stakeholders. In person - meeting and presentation of final findings and recommendations to the County Board of Supervisors, or others Pima County Teams as directed by your team.
- **2 trips to the facility this task – Trips #004 and #005**

Pima County Responsibilities

Because of the critical timelines, it will be important for the Pima County team to provide the following items and services in support of our team's work immediately after the NTP:

- A. Provide design team with operations narratives – Both for existing operations and potential changes desired to existing operations
- B. Provide the design team with direction as to the critical areas for which we will assess/observe current conditions.
- C. Profiles of the inmate population including:
 - Breakdown of the population by classification category and in particular the numbers of inmates with special treatment needs for acute and chronic medical conditions.
 - The number of inmates that are SMI (seriously mentally ill)
 - The numbers with SUD (substance abuse disorder) and those with co-occurring disorders.
 - Properly identifying the populations that have treatment needs is a critical component of planning and developing options for the future jail system.
- D. Below is a list of documents necessary for this planning team to review and analyze to fully understand the current Pima County Jail operations.
 - Classification Manual
 - Housing Assignment Plan
 - Facility Floor Plans
 - Organizational Chart(s)
 - Current Staffing Plan
 - Current Staff Work Schedule
 - Authorized Positions

- Applicable Court Decisions
 - Policies and Procedures
 - Facility Activity Schedule
- E. As-built/record drawings for each building location with the most up to date information available.
- Site information related to utilities, boundaries, site restraints, etc.
- F. Any available surveys
- G. County to direct the channels of communication
- H. Identification and access to each location and availability for interviews of all stakeholders
- I. Any reports and/or mitigation known to the County that is regarding the presence of hazardous materials on the property, structural evaluations and any other building or building system assessments.
- J. Copies of current and in-going capital improvement projects
- K. The County should provide population forecasts that address both the short term 5-10 years and the long term 15-20 years needs of the facility. The forecasts should be subdivided by gender and custody category, along with legal status to determine the types of housing configurations required for the projected inmate population as well as identifying the forecasted needs of in-custody individuals requiring mental health, substance abuse and special needs treatment.
- L. Should the data we anticipate receiving not be sufficient for the project team, we will work with Pima County staff to develop a scope and potential additional fees to assist in any additional data collection and analyses as needed.

Exclusions

Arrington Watkins Architects has made some assumptions, clarifications and exclusions to the scope of work. If items below should have been included in our basic services fee, please let us know and we will make the necessary adjustments to our fee proposal:

- The design team will NOT review any additional areas beyond those areas identified for assessment work as directed by the Pima County Teams.
- The design team will NOT develop operations information beyond that developed from narrative information provided by the County.
- LEED Certification (or other rating systems): All services related to LEED documentation are excluded. AW acknowledges the desire to make energy efficient decisions and incorporate LEED principles where applicable and cost effective on the design.
- Life Cycle Analysis: All services related to LCA documentation are excluded.

- Any type of formal Pima County public hearing, plan approval process such as Site use: The preparation of any entitlement services, conditional use-permits, variances, zoning & use issues and lot line adjustments are excluded. However, we will make presentations to the Pima County leadership teams, but not in a public hearing setting.
- Lightning Protection: Dedicated lightning protection system design is excluded.
- Site Assessments: Archeological surveys, studies or reports; Endangered species reports or studies; historical surveys or environmental reports are excluded. The Pima County Team will provide historic review of the facility concept documents.
- Hazardous material abatement: identification and removal of any hazardous materials on site is excluded. Any design and documentation related to the handling and storage of hazardous materials or designated wastes is also excluded. A potential Phase 1 can be provided by the Pima County Real estate team.
- Moving & relocation: All moving and relocation planning and costs are excluded.
- Costs for any plan approvals and/or permitting are excluded.
- Site selection beyond adjacent parcel identified in the RFP.
- Hard copy printing for owner and/or contractor beyond those listed above: AW will produce all documentation digitally in PDF format along with hardcopies as identified and distribute to team members for printing.
- Face-to-face meetings beyond those identified in this proposal

Schedule:

The AW team will prepare the detailed design team schedule based on all tasks as identified above. The anticipated design schedule is **approximately 36 weeks (Approx. 8 months) including all County review durations of 10 calendar days at the conclusion of tasks 1C, 2A, and 2B**. The exact schedule will be dependent on Pima County department's actual review times and coordination periods. The schedule will be discussed and revised during all design tasks as identified in this proposal and will be regularly updated as may be necessary.

Our Project Schedule understanding is as follows:

Our team will begin our approved scope of work immediately upon receipt of a notice to proceed from the Pima County project manager.

Phase 1 Work

Task 1A. – Field Work - Site Investigations and Condition Assessments – 2 weeks

Task 1B. – Field Work - Site Investigations and Condition Assessments - 1 month

Task 1C. – Condition Assessment Report – 2 months

Phase 2 Work

Task 2A. Development of Initial Recommendations Options – 2 months

Task 2B. – Final Report – 2 months

Trips to the facility: This fee proposal includes 5 multiple staff trips (2 staff each trip) to the facility for site investigation work, presentations to the various Pima County Team decision makers and to conduct interviews with various stakeholder teams. Some trips will involve overnight stays in Tucson.

Reimbursables: Our current estimated reimbursable expense rates are per Pima County per-diem rates. Our current reimbursable rates match the current Pima County rates. However, should the current Pima County rates increase, our current expenses may increase as well.

Professional Fee:

The total fee stated in the Fee Schedule is based on a cost-plus fixed fee. The breakdown of this fee by task is for planning purposes and your convenience.

Arrington Watkins Architects appreciates the opportunity to serve and assist you with this project. If you have any questions or concerns about this proposal, please feel free to contact me.

Best Regards,

A handwritten signature in black ink, appearing to read 'Peter Sangiorgio', with a stylized flourish at the end.

Peter Sangiorgio - Principal Architect
Arrington Watkins Architects, LLC

Attachments:

- Arrington Watkins Scope of Work Letter
- Arrington Watkins Summary
- Arrington Watkins Fee Proposal Man Hours
- Arrington Watkins Expenses
- All consultant fee proposals

Revised Summary

PIMA COUNTY ADULT DETENTION COMPLEX STUDY

DATE: MAY 17, 2024

Arrington Watkins Architects, LLC

3003 North Central Avenue, Suite 2400 Phoenix, Arizona 85012

(602) 279-4373 Fax (602) 279-9110

SERVICES		PHASE TOTAL	AW ARCHITECT FEE	CONSULT'S FEE TOTALS	CONSULTANT FEES				
					DIBBLE Civil Eng	LSW ENG. MEP/Technology	MWG Structural	RLB Cost Estimating	SDC Sec. Elec.
TASKS									
Phase 1									
1A	POST AWARD - KICK-OFF - DATA	\$ 32,840	\$ 16,334	\$ 16,506	\$ 2,496	\$ 5,670	\$ 4,980	\$ -	\$ 3,360
1B	FIELD WORK - SITE INVESTIGATION	\$ 113,914	\$ 68,152	\$ 45,762	\$ 1,796	\$ 35,966	\$ 8,000	\$ -	\$ -
1C	CONDITION ASSESSMENT	\$ 133,945	\$ 97,511	\$ 36,434	\$ 3,936	\$ 26,038	\$ 3,100	\$ -	\$ 3,360
	TOTAL PHASE 1 TASKS	\$ 280,700	\$ 181,997	\$ 98,702	\$ 8,228	\$ 67,674	\$ 16,080	\$ -	\$ 6,720
Phase 2									
2A	DEVELOP INITIAL RECOMMENDATION	\$ 220,774	\$ 114,093	\$ 106,681	\$ 5,996	\$ 24,634	\$ 3,580	\$ 69,951	\$ 2,520
2B	FINAL REPORT	\$ 171,523	\$ 134,000	\$ 37,523	\$ 3,268	\$ 11,579	\$ 600	\$ 19,556	\$ 2,520
	TOTAL PHASE 2 TASKS	\$ 392,297	\$ 248,093	\$ 144,204	\$ 9,264	\$ 36,213	\$ 4,180	\$ 89,507	\$ 5,040
	Supplemental Services	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FEE - DESIGN PHASES		\$ 797,997	\$ 555,091	\$ 242,906	\$ 17,492	\$ 103,887	\$ 20,260	\$ 89,507	\$ 11,760

Surveys/Reports/Meetings	\$ 2,500	\$ -	\$ 2,500	\$ 2,500					
Total Expenses	\$ 20,361	\$ 9,985	\$ 10,376	\$ -	\$ 10,376	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FEES	\$ 820,858	\$ 565,076	\$ 255,782	\$ 19,992	\$ 114,263	\$ 20,260	\$ 89,507	\$ 11,760	

REVISED AW FEE SCHEDULE

CLIENT: Pima County

DATE: MAY 17, 2024

PROJECT: Pima County Detention Complex Study

AWA NO. 2023 - 063

Item	Hours	Rate	Fee	Totals
PHASE 1				
TASK 1A - POST AWARD - KICK OFF - DATA				
Principal Architect	8	\$ 218.00	\$ 1,744.00	
Project Manager	24	\$ 198.00	\$ 4,752.00	
Project Architect / Spec	32	\$ 138.00	\$ 4,416.00	
Project Coordinator	36	\$ 95.00	\$ 3,420.00	
BIM	4	\$ 64.00	\$ 256.00	
Admin	8	\$ 67.00	\$ 536.00	
Subtotal	112		\$ 15,124.00	
Profit (8%)			\$	1,210
Task Total			\$	16,334
TASK 1B - FIELD WORK - SITE INVESTIGATION - CONDITION ASSESSMENTS				
Principal Architect	80	\$ 218.00	\$ 17,440.00	
Project Manager	80	\$ 198.00	\$ 15,840.00	
Project Architect / Spec	128	\$ 138.00	\$ 17,664.00	
Project Coordinator	128	\$ 95.00	\$ 12,160.00	
BIM		\$ 64.00	\$ -	
Admin		\$ 67.00	\$ -	
Subtotal	416		\$ 63,104.00	
Profit (8%)			\$	5,048
Task Total			\$	68,152
TASK 1C - CONDITION ASSESSMENT REPORT				
Principal Architect	72	\$ 218.00	\$ 15,696.00	
Project Manager	108	\$ 198.00	\$ 21,384.00	
Project Architect / Spec	144	\$ 138.00	\$ 19,872.00	
Project Coordinator	180	\$ 95.00	\$ 17,100.00	
BIM	216	\$ 64.00	\$ 13,824.00	
Admin	36	\$ 67.00	\$ 2,412.00	
Subtotal	756		\$ 90,288.00	
Profit (8%)			\$	7,223
Task Total			\$	97,511
TOTAL PHASE 1 TASKS			\$	181,997
PHASE 2				
Task 2A -DEVELOP INITIAL RECOMMENDATIONS/OPTIONS				
Principal Architect	72	\$ 218.00	\$ 15,696.00	
Project Manager	126	\$ 198.00	\$ 24,948.00	
Project Architect / Spec	180	\$ 138.00	\$ 24,840.00	
Project Coordinator	216	\$ 95.00	\$ 20,520.00	
BIM	288	\$ 64.00	\$ 18,432.00	
Admin	18	\$ 67.00	\$ 1,206.00	
Subtotal	900		\$ 105,642.00	
Profit (8%)			\$	8,451
Task Total			\$	114,093

REVISED AW FEE SCHEDULE

CLIENT: Pima County

DATE: MAY 17, 2024

PROJECT: Pima County Detention Complex Study

AWA NO. 2023 - 063

Item	Hours	Rate	Fee	Totals
Task 2B - FINAL REPORT				
Principal Architect	108	\$ 218.00	\$ 23,544.00	
Project Manager	144	\$ 198.00	\$ 28,512.00	
Project Architect / Spec	180	\$ 138.00	\$ 24,840.00	
Project Coordinator	216	\$ 95.00	\$ 20,520.00	
BIM	360	\$ 64.00	\$ 23,040.00	
Admin	54	\$ 67.00	\$ 3,618.00	
Subtotal	1062		\$ 124,074.00	
Profit (8%)			\$	9,926
Task Total			\$	134,000
TOTAL PHASE 2 TASKS				\$ 248,093
TOTAL ARRINGTON WATKINS ARCHITECTS:				\$ 430,091
Estimated Expenses				\$ 9,985
Supplemental Services				\$ 125,000
TOTAL AW FEE THIS PROPOSAL:				\$ 565,076

REVISED AW FEE SCHEDULE

CLIENT: Pima County DATE: MAY 17, 2024

PROJECT: Pima County Detention Complex Study AWA NO. 2023 - 063

Item	Hours	Rate	Fee	Totals
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Hourly Rates for Additional Services

Principal Architect		\$ 218.00
Project Manager		\$ 198.00
Project Architect / Spec		\$ 138.00
Project Coordinator		\$ 95.00
BIM		\$ 64.00
Admin		\$ 67.00

AW Hourly Rate Breakdown	Labor Rates	Overhead	Subtotal
		179%	
Principal Architect	\$ 77.81	\$ 139.28	\$ 217.09
Project Manager	\$ 70.84	\$ 126.80	\$ 197.64
Project Architect / Spec	\$ 49.40	\$ 88.43	\$ 137.83
Project Coordinator	\$ 34.17	\$ 61.16	\$ 95.33
BIM	\$ 22.79	\$ 40.79	\$ 63.57
Admin	\$ 24.00	\$ 42.96	\$ 66.96

REIMBURSABLES	SETS	UNITS	UNITS/SET	UNITS	COST/UNIT	COST
Design Plots	0	Sets	100	Sheets	\$ 6.00	\$0.00
Design Prints	0	Sets	100	Sheets	\$ 0.59	\$0.00
Printing	1	Books	1	Lump Sum	\$ 3,000.00	\$3,000.00
Schedule Plots	0	Plots	2	Sheet	\$ 100.00	\$0.00
Program sets	0	Sets	0	Sheets	\$ 0.10	\$0.00
Meeting Minutes	0	Meetings	20	Sets	\$ 0.10	\$0.00
Progress Plots	0	Sets	20	Sheets	\$ 6.00	\$0.00
Progress Prints	0	Sets	20	Sheets	\$ 0.59	\$0.00
Shipping/Postage	0	Mailings	1	Each	\$ 15.00	\$0.00
Long distance	0	Calls	1	Each	\$ 3.00	\$0.00
Mileage	5	Round Trips	250	Miles	\$ 0.625	\$781.25
Lodging	14	Nights	2	People	\$ 129.00	\$3,612.00
Meals	24	Days	2	People	\$ 54.00	\$2,592.00
Airfare	0	Trips	1	Each	\$ 750.00	\$0.00
Aerial Photography	0	Each	1	Each	\$ 2,500.00	\$0.00
GPS Rental	0	Each	1	Each	\$ 1,500.00	\$0.00
Photo Lab	0	Each	1	Each	\$ 1,200.00	\$0.00
Hydrogeologic Study	0	Each	1	Each	\$ 5,000.00	\$0.00
Laboratory Analysis	0	Each	1	Each	\$ 650.00	\$0.00
TOTALS						\$9,985

May 9, 2024

Peter Sangiorgio
Principal Architect NCARB Certified/LEED AP
Arrington Watkins Architects LLC
3003 North Central Avenue Suite 2400
Phoenix, AZ 85012

**RE: Pima County Adult Detention Study
1270 W Silverlake Rd, Tucson, AZ 85713
Civil Engineering Study Proposal – R3**

Peter,

Thank you for the opportunity to submit this proposal to provide civil engineering study services. This proposal has been prepared based on our understanding of the project as described in the Project Understanding and Scope of Services sections. We look forward to partnering with your team for a successful project.

PROJECT UNDERSTANDING & APPROACH:

Project summary

- Site is a fully developed detention facility of approximately 26.7 acres.
- Civil project scope includes a study of the existing facility to identify civil engineering related physical deficiencies at the facility.

Grading & Drainage

- Meet with County staff and discuss current and historical drainage issues experienced on the campus.
- Document existing floodplain classification.
- Review site for visual evidence of drainage concerns including ponding, erosion, etc.
- Prepare exhibit illustrating identified areas of concern.
- Prepare narrative and conceptual level exhibit illustrating potential improvements to be further evaluated to improve drainage concerns.
- Prepare conceptual grading plan to support two of the four scenarios:
 - Building additions (impact to site grading characteristics)
 - Complete replacement of the facility onsite (any proposed drainage changes from the existing to improve drainage conditions)

Wet Utilities

- Meet with County staff and discuss current and historical wet utility concerns (sanitary sewer, domestic water, and fire). Request campus utility as-built records.
- Prepare campus existing utility plan exhibit based on as-built drawings provided by the county.
- Document utility providers and meet to discuss any concerns with continuing to provide utility service at the current or greater capacity.
- Prepare narrative documenting areas of reported concern.
- Prepare narrative presenting potential improvements to address any wet utility service concerns.
- Prepare conceptual utility plan to support two of the four scenarios
 - Building additions (impact to existing utilities characteristics)
 - Complete replacement of the facility onsite

CONDITIONS:

- Architect will provide electronic files (AutoCAD) of the proposed site and building improvements for use as the basis of the civil study
- Submittals will be made via pdf documents and printing if required will be done by others or reimbursed at cost to Dibble
- Submittal and review fees will be paid by Owner/Architect at the time of submittal
- Meetings are as noted in each section. Should the required meeting attendance exceed the expected number of meetings additional compensation will be requested.

DESIGN STANDARDS/PERMITTING AGENCY

Design will conform to the following Authorities Having Jurisdiction (AHJ).

- Pima County

SCHEDULE:

- Dibble is prepared to begin immediately and will coordinate with the Owner/Architect to establish a project schedule.

SCOPE OF SERVICES:**Phase 1 Work – Assessments****Task 1A - Post Award Kick-Off Meeting, Data Gathering (2 weeks)**

- Design team project kick-off
- Post Award kick-off strategy meeting
- Request existing campus as-built drawings & design reports
- Design team coordination meetings (2 each)

Task 1B – Field Work - Site Investigations & Conditions Assessment (4 weeks)

- Perform sidewalk and identify areas of grading & drainage concern such as areas of erosion, areas having evidence of ponding water, etc.

Task 1C – Conditions Assessment Report (8 weeks)

- Prepare a Conditions Assessment report based on the research performed in Task 1A and the finding of Task 1B including:
 - Document existing wet utilities, location and any concerns with capacity
 - Document existing drainage infrastructure and any concerns with existing drainage conditions.
 - Summarize proposed utility improvements
 - Summarize proposed wet utility improvements
 - Document existing site traffic movement patterns to support the operations of the facility. Meet with staff to document what traffic movements are working well and what areas need improvement to make the site operations more efficient.
- Design team coordination meetings (2 each)

Phase 2 Work – Recommendations for Improvements

Task 2A – Development of Initial Recommendations (8 weeks)

- Prepare a preliminary report including initial recommendations for civil elements identified in the Task 1C Conditions Assessment Report.

Task 2B – Final Report (8 weeks)

- Prepare final report including initial recommendations for civil elements identified in the Task 1C Conditions Assessment Report.

ALLOWANCE

- a) Lidar Survey Data - Allowance for Lidar survey data for use with the conceptual design
- b) Meetings - Project meetings allowance if needed should meeting attendance exceed anticipated amount in base fee.

EXCLUSIONS:

Unless noted otherwise within the Scope of Services the following services are excluded from this proposal

- Cost of permits or fees
- Design services beyond conceptual
- Survey Services including: Topographic, Replat/Lot Combinations, ALTA survey, legal descriptions & exhibits
- Traffic study/Traffic impact analysis/Signal design
- Roadway signing & striping design
- Sub-surface exploration (utility pot-holing)
- Environmental investigations
- Geotechnical investigation
- Pavement section design & percolation tests (To be provided by Geotechnical Engineer)
- Design of off-site/public street, sidewalk, water, or sewer improvements
- Off-site flow analysis, floodplain analysis/modification/permitting, 404 permitting, off-site hydrology/hydraulics study
- Electrical design, mechanical design, natural gas design, landscaping, and irrigation design
- Site structural design including walls
- Street light plan/street light design
- Construction staking/Construction inspection
- As-built survey / Record document preparation
- Certification of finish floor elevation
- NOI (Notice of Intent) application by Contractor

FEES:**Phase 1 Work - Assessments**

Task 1A – Post Award Kick-Off Meeting, Data Gathering	\$ 2,496
Task 1B – Field Work - Site Investigations & Cond. Assess.	\$ 1,796
Task 1C – Conditions Assessment Report	\$ 3,936
Subtotal	\$ 8,228

Phase 2 Work – Recommendations for Improvements

Task 2A – Development of Initial Recommendations	\$ 5,996
Task 2B – Final Report	\$ 3,268
Subtotal	\$ 9,264

ALLOWANCE:

a) Lidar Survey Data	\$ 500
b) Meetings	\$ 2,000
Subtotal	\$ 2,500

Total \$ 19,992

Pima County Detention Fee Proposal DIBBLE			FEE	HOURS	PROJECT MGR	QA/QC MGR	PROJECT ENG(PE)	ASSIST ENG(EIT)	SENIOR DESIGNER
					\$210.00	\$210.00	\$172.00	\$140.00	\$150.00
-	-	<i>Internal</i>							
1A	Post Award Kick-Off Meeting, C	1400LD	\$2,496	14	4		8	2	
1B	Field Work - Site Investigation	1400LD	\$1,796	10	2		8		
1C	Conditions Assessment Report	1400LD	\$3,936	24	4		8	8	4
2A	Development of Initial Recomm	1400LD	\$5,996	38	4		8	12	14
2B	Final report	1400LD	\$3,268	20	4		4	6	6

STANDARD BILLING RATES (January 1, 2024)

Project Manager	210.00
QA/QC Manager	210.00
Project Engineer (PE)	172.00
Assistant Project Engineer (EIT)	140.00
Senior Designer	150.00
Land Surveyor (RLS)	192.00
Survey Technician	107.00
Survey Crew	200.00
Project Coordinator	128.00

If you have any questions, please feel free to call us at (602) 957-1155.

Sincerely,



Jeffrey L. McBride, PE

Vice President, Land Development

Dibble

DIBBLE

May 10, 2024

Arrington Watkins Architects
3003 N Central Ave Suite 2400
Phoenix, AZ 85012

Attn: Mr. Peter Sangiorgio

Re: Pima County Adult Detention Complex Study
LSW Proposal No. 2023-147 (Rev 6)

Peter,

We are pleased to offer our engineering services for Pima County Adult Detention Complex Study located in Tucson, Arizona.

PROJECT UNDERSTANDING

This project is understood to be a Limited Sample study to evaluate the existing approximately 384,000 SF facility. The duration for this project is understood to be no longer than 6 months. This effort is to provide general overview guidance for estimating and planning decisions. Please note the following:

- The study aims to identify issues related to the physical condition of the facility and its operational limitations.
- The study is not a complete facility conditions assessment nor is it all-inclusive of all of the areas.
- The study will only identify typical systems' overall conditions only to inform the planning efforts and develop options.
- This study is limited only to a representative sampling of system types.
- This study does not include reporting on particular systems, individual equipment, or detailed descriptions of conditions.

LSW anticipates that the Owner's facility department(s) specialists in mechanical, plumbing, electrical, and fire sprinkler (MPEF) trades will provide substantial input to the engineering team. The facility department data downloads are expected to reduce on-site time, systems review, and reporting.

Our MPEF engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.



It is our understanding that this project will include 3 tasks for MPEF services consisting of:

1. Site investigation preparations.
2. Site investigation in conjunction with facility staff meeting(s) and report of conditions and general opinion of conditions.
3. Develop a report and definition of systems for the Owner and estimator to use to integrate into the 2 options (all new facility and partial renovation / replacement of existing facility).

LSW will provide broad guidance input to estimators on the systems to assist with their understating of the complexity to use in developing their estimates. No formal presentation is included in LSW scope.

SCOPE OF WORK

Phase 1 Work– Assessments

Task 1A – Post Award Kick-off, Data Gathering and Analysis – Prior to Field Work (Minimal LSW effort)

After issuance of the Notice to Proceed (NTP), AW will coordinate with the Owner and will gather and coordinate materials (i.e., facility record drawings and facility assessments previously completed) and transmit these documents to LSW. LSW will review and prepare for an effective meeting and site survey work from the provided equipment and reports.

Note: See required documentation from the County in separate section below. Site investigation will not commence prior to the receipt and processing of materials.

Task 1B –Site Investigations/Physical Plant Inventory - Field Work (LSW – Up to 3 staff)

While on the site as part of the kick-off meeting with the Owner and facility staff, LSW will begin the multi-day facility investigation (up to 2 trips to the facility with up to 8 days maximum for up to 2 staff). The report will incorporate a limited sample review of the current Adult Detention Center Complex, conducted with facility staff present to directly observe the most representative conditions of major system deficiencies and other critical aspects.

The review of the MPEF systems is not inclusive of all systems, nor all floors, nor all areas but a representative sample(s) of these systems so LSW can report the overall general condition.

Additionally, the survey does not encompass branch systems but focuses primarily on assessing the general condition of core components critical to the operation of each specific system.

Camera use will be mandatory and capturing sample data will expedite on-site time and will allow for reducing any written description requirements. Further, the site tours will need to be coordinated to allow different groups to travel to avoid down for non-trade specific investigation.



LSW will conduct detailed in person interviews with the facility's staff to understand their perceptions of current system conditions, weaknesses, and capacities, aiding in determining potential re-use, repairs, or upgrades. However, it's important to note that the survey does not aim to provide a detailed summary or analysis of the systems.

Reporting of the status and conditions at systems level by facilities staff is anticipated and is assumed as a key part of limiting the scope of effort to be able to achieve Owner report objectives within the limited study budget.

- a. Site investigation shall include: Site investigation of only very representative spaces to observe MPEF systems. Observing multiples of similar areas, similar equipment, etc. is not anticipated or included.
- b. Provide a written summary report noting conditions and deficiencies of the engineering systems witnessed and as reported to our team by the facilities staff. Report is not an analysis but only observations and recording of conditions to define needs for planning efforts.

Note: All facilities will be in Tucson or basically outside of the 50-mile radius and as such will be included in the Reimbursable expense spreadsheet.

Task 1C – Condition Assessment Report – Field Work (LSW – Up to 3 staff)

Following the mid-level review of the referenced existing building systems and their overall condition, document major building systems that are either beyond their useful life, inadequate to support the facility or do not meet current code requirements.

The report will summarize the design team's review and analysis of the detention facility, incorporating population data supplied by the County. It will identify deficiencies compared to national detention standards and benchmark contemporary facilities, focusing on services for detox, mental health, and medical care.

Phase 2: Recommendations for Improvements

Task 2A – Development of Initial Recommendations

Based on the conditions assessment report findings of Phase 1, the design team shall develop alternatives and recommendations for improvements to the existing facility. There will be an emphasis on preserving portions of the existing structure that can be renovated.

The LSW team will support AW in meeting with the Pima County team(s) and its stakeholder(s) to gain a high-level understanding of the existing operations at the current facility. This will inform our planning efforts.



LSW will provide input and assistance to the Estimating team for a high-level square footage concept budgeting for MPEF systems. Designs and/or concepts of layouts are NOT anticipated. This involves narrative-style concept system discussions aimed at providing decision-makers with a clear understanding of the project direction and enabling estimators to refine their estimates.

LSW will attend one (1) face-to-face meeting and one (1) virtual meeting during this phase.

Deliverables: Initial report of operational narrative, assist with providing pros and cons of development options for the MPEF systems. LSW will not be involved in presentations or face-to-face meetings which will report our findings.

Task 2B – Final Report

After receiving feedback at the conclusion of Task 2A, the design team will update the initial report to include all relevant comments from the Pima County Executive Team.

PIMA COUNTY RESPONSIBILITIES

- A. The below list is a list of the necessary documents for this planning team to review and analyze to fully understand the current Pima County Jail operations. A representative example of documents that we typically request includes: **(LSW Specific needs)**
- Facility floor plans
 - Facilities staff will tour the facility without our people and provide guidance to equipment and systems representative of the general facility condition.
 - Facilities staff to prepare a written summary of example areas of concern and status of systems. Prioritized in the report is grouping of system into the original building and any proposed renovations/additions.
 - As-built/record drawings (all disciplines) for each building location with the most up to date information available. Site information related to utilities, boundaries, site restraints, etc.
 - Any available MPEF surveys.
 - Any reports and/or mitigation known to the County regarding the building system assessments.

SCOPE OF WORK

Mechanical

The mechanical scope for this project is anticipated to include:

1. Provide limited sample assessment site investigation of existing systems general condition.
2. Prepare report on conditions and provide input to the team for general condition and evaluate potential for consideration of use, replace, repair, or demolish.



Plumbing

The plumbing scope for this project is anticipated to include:

1. Provide limited sample assessment site investigation of existing systems general condition.
2. Prepare report on conditions and provide input to the team for general condition and evaluate potential for consideration of use, replace, repair, or demolish.

Electrical

The electrical scope for this project is anticipated to include:

1. Provide limited sample assessment site investigation of existing systems general condition. Observing multiples of panels, gear, and boards is not included.
2. Prepare report on conditions and provide input to the team for general condition and evaluate potential for consideration of use, replace, repair, or demolish.

Fire Sprinkler

The Fire Sprinkler scope for this project is anticipated to include:

1. Provide limited sample assessment site investigation of existing systems general condition.
2. Prepare report on conditions and provide input to the team for general condition and evaluate potential for consideration of use, replace, repair, or demolish.

General

Our scope will include the following general engineering services for the project:

1. Limited Sample Site investigation to observe representative equipment for the systems associated with this project (site investigation is limited to accessible areas only).

Note: LSW's expected meeting attendance is noted in the scope defined above.

PROFESSIONAL FEE

Our fee for the work outlined above is a Fixed Fee amount as follows (See attached fee Calc summary):

Task 1 Post Award – Kick off and Data Collection	\$5,670.28	\$5,670.00
Task 1B – Site Investigation/Physical Plant Inventory	\$35,965.84	\$35,966.00
Task 1C – Conditions Assessment Report	\$26,038.40	\$26,038.00
Task 2A – Development of Initial Recommendations	\$24,633.84	\$24,634.00
Task 2B – Final Report	\$11,579.44	\$11,579.00

Total

~~\$103,887.80~~

\$103,887.00

Estimated Reimbursable Expenses

~~\$10,376~~

No pennies please.
Just round off to
nearest dollar

FEE SCHEDULE

CLIENT: Pima County

DATE: 5/10/2024

PROJECT: Pima County Detention Complex Study R6

AWA NO.

Item	Hours	Rate	Fee	Totals
Phase 1 - Data Gathering & Analysis				
Task 1A - Post Award Kick-off				
Principal	4	\$ 228.79	\$ 915.16	
Senior Engineer	12	\$ 186.21	\$ 2,234.52	
Engineer	8	\$ 138.70	\$ 1,109.60	
Field Observer		\$ 117.37	\$ -	
Senior Designer	8	\$ 125.12	\$ 1,000.96	
Designer		\$ 98.05	\$ -	
CAD Operator		\$ 71.13	\$ -	
Administrator	6	\$ 68.34	\$ 410.04	
Subtotal	38			\$ 5,670.28
Task 1B - Site Investigations/Physical Plant Inventory				
Principal	8	\$ 228.79	\$ 1,830.32	
Senior Engineer	88	\$ 186.21	\$ 16,386.48	
Engineer	84	\$ 138.70	\$ 11,650.80	
Field Observer		\$ 117.37	\$ -	
Senior Designer	40	\$ 125.12	\$ 5,004.80	
Designer		\$ 98.05	\$ -	
CAD Operator		\$ 71.13	\$ -	
Administrator	16	\$ 68.34	\$ 1,093.44	
Subtotal	236			\$ 35,965.84
Task 1C - Conditions Assessment Report				
Principal	8	\$ 228.79	\$ 1,830.32	
Senior Engineer	40	\$ 186.21	\$ 7,448.40	
Engineer	48	\$ 138.70	\$ 6,657.60	
Field Observer		\$ 117.37	\$ -	
Senior Designer	72	\$ 125.12	\$ 9,008.64	
Designer		\$ 98.05	\$ -	
CAD Operator		\$ 71.13	\$ -	
Administrator	16	\$ 68.34	\$ 1,093.44	
Subtotal	184			\$ 26,038.40
Phase 2 - Recommendations for Improvements				
Task 2A - Development of Initial Recommendations				
Principal	8	\$ 228.79	\$ 1,830.32	
Senior Engineer	48	\$ 186.21	\$ 8,938.08	
Engineer	56	\$ 138.70	\$ 7,767.20	
Field Observer		\$ 117.37	\$ -	
Senior Designer	40	\$ 125.12	\$ 5,004.80	
Designer		\$ 98.05	\$ -	
CAD Operator		\$ 71.13	\$ -	
Administrator	16	\$ 68.34	\$ 1,093.44	
Subtotal	168			\$ 24,633.84
Task 2B - Final Report				
Principal	8	\$ 228.79	\$ 1,830.32	
Senior Engineer	16	\$ 186.21	\$ 2,979.36	
Engineer	16	\$ 138.70	\$ 2,219.20	
Field Observer		\$ 117.37	\$ -	
Senior Designer	32	\$ 125.12	\$ 4,003.84	
Designer		\$ 98.05	\$ -	
CAD Operator		\$ 71.13	\$ -	
Administrator	8	\$ 68.34	\$ 546.72	
Subtotal	80			\$ 11,579.44
TOTAL:			\$ 103,887.80	

weeks Hours/wk

weeks Hours/wk

TOTAL FEE THIS PROPOSAL:	<u>\$ 103,887.80</u>
ESTIMATED REIMBURSABLE EXPENSES	<u>\$10,376.00</u>
TOTAL FEE AND REIMBURSABLES	\$ 114,263.80

Hourly Rates for Additional Services

Principal	\$ 228.79
Senior Engineer	\$ 186.21
Engineer	\$ 138.70
Field Observer	\$ 117.37
Senior Designer	\$ 125.12
Designer	\$ 98.05
CAD Operator	\$ 71.13
Adminstrator	\$ 68.34



NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense, including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses. Expenses will be billed at the accepted Pima County rates:

- a. Current mileage rate is 62.5¢
- b. Tucson Hotel rates vary depending on the time of year. Either \$154 or \$104
- c. Full-Day Meal rate is \$54

This fee does not include plotting or printing of sets of our drawings or other discipline's drawings for interprofessional coordination or distribution.

This fee is quoted on a lump sum basis. The breakdown of the fee into phases or tasks is for your convenience. The fee will be billed 100% at the end of the project, unless the scope of the project is changed by written agreement.

CLIENT SERVICES

Services requested of the Client and/or Owner include the following:

1. Provide the following as required to assist us in the site investigation of existing conditions: facility access and an escort, ladders or other means to access overhead systems and equipment, and authorization for the use of cameras.
2. Provide copies of the existing construction documents, prior assessments, and systems reports.
3. Provide access to the building maintenance staff to answer questions. Facility staff written reports of their knowledge and experience with each building area and representative equipment/systems.
4. Distribute meeting agendas before each meeting in order for us to assign appropriate staff to the meeting; and promptly distribute meeting minutes after each meeting.
5. Provide a PDF set of the drawings or reports at each established deliverable.
6. Provide a PDF of the complete final report and findings at the completion of the study.

EXCLUSIONS

1. Cost estimating.
2. Meetings or virtual meetings beyond those listed.
3. Electrical demand load readings.
4. Design of Systems.
5. Building Information Modeling (BIM).
6. Building energy consumption calculations or modeling.



7. Energy code compliance of the building envelope or other systems.
8. Life cycle cost analysis.
9. Changes after completion of a phase of work.
10. Any scope changes.

ADDITIONAL SERVICES

Additional services will be performed on an hourly basis at the billing rates identified below as accepted by Owner or a separate fixed fee contract as determined by your firm. Our current rate structure for this project is shown below for your reference. Hourly contracted work will be invoiced based on our approved Pima County rates in effect at the time of such requests.

2023-2024:	Principal	\$228.79/ hour
	Senior Engineer	\$186.21/ hour
	Engineer	\$138.70/ hour
	Senior Designer	\$117.37/ hour
	Field Observer	\$125.12/ hour
	Designer	\$98.05/ hour
	CAD Operator	\$71.13/ hour
	Administrative	\$68.34/ hour
	Outside Services	Our cost

This proposal is effective for not more than 30 days.

LSW accepts the AIA C401 contract and requests that you prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.

We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

A handwritten signature in black ink, appearing to read "GK/TK", is written over a light blue circular background.

LSW ENGINEERS ARIZONA, INC.
Gerald Katafiasz, P.E., RCDD
Vice President

GK:mw



Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: _____ DATE: _____

YOUR PROJECT / REFERENCE NO.: _____

<https://lswphxcom.sharepoint.com/sites/Marketing/Shared Documents/PROPOSAL/2023/PR2023-147 - Pima County Adult Detention Complex Study RFQ/PR2023-147 Fee Rev 6 Pima County Adult Detention Complex Study.docx>

Emailed: psangiorgio@warch.com

July 14, 2023
(Revised July 27, 2023)
(Revised May 10, 2024)

Peter Sangiorgio
Principal Architect NCARB/LEED
Arrington Watkins Architects
3003 North Central Ave. Suite 2400
Phoenix, AZ 85012

Re: Pima County Adult Detention Complex Study
MWG: 23056.00



Dear Peter:

We are pleased to submit our proposal to provide structural engineering services for Pima County Adult Detention Complex Study. Our understanding relative to the project scope and details of the services which we propose to provide, are as follows:

1. Scope

Task 1 - Post Award Kick-Off

Reviewing as-built drawings, and field visit buildings and document existing construction type and conditions.

Task1B – Field Work - Site Investigations and Condition Assessments.

Assessment of buildings and identify any issues that should be addressed. Renew areas of buildings for possible expansion.

Task 1C – Conditions Assessment Report.

Prepare structural items for Conditions Assessment report .

Task 2A – Development of Initial Recommendations Options

Prepare structural items for the Initial Recommendations .

Task 2B – Final Report

Address any comments.

2. Fees and Payments:

a. The Following are lump sum fees, by phase:

Task 1A \$4,980.00
Task 1B \$8,000.00
Task 1C \$3,100.00
Task 2A \$3,580.00
Task 2B \$600.00

Total \$20,260.00 (See attached fee breakdown)

- b. Our services will be billed monthly and are due and payable within 7 days after receipt of payment by your client for work performed for which payment has been made. Non-payment could result in actions pursuant to ARS statute 32-128 C 5.

3. Insurance Coverages:

MWG is solely responsible for procuring and maintaining insurance for protection from claims under workers' compensation acts, negligence, claims for damages because of bodily injury including personal injury, sickness or disease or death of any employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders. Martin, White & Griffis Structural Engineers, Inc. currently maintains the following coverages

Commercial General Liability	\$1,000,000 /
Commercial Auto Liability	\$1,000,000
Workers Comp/Employers Liability	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Professional Liability	\$3,000,000 /
	\$150,000 deductible

4. Schedule:

- a. Schedule for completion of project is six months.

5. Additional Services:

- a. Unless otherwise noted, the following are assumed with regard to our service and our fee as outlined in this proposal:
 - 1. We will review the available soils and geotechnical information and may also request to be provided with investigations, surveys, studies, tests, analyses and/or reports, to be prepared and provided by others, as may be necessary for the proper execution of our services. It is understood that the client will provide hard copies (in addition to electronic copies where applicable) of all estimates, specifications, and drawings at all official issuances, including but not limited to, the completion of the various design

phases including Schematic Design, Design Development and Construction Documents.

2. In order to facilitate our services, our office may require the following information which can be provided to our office by others, if needed:
 - written geotechnical report including foundation design recommendations
 - special live loads in excess of building code requirements
 - seismic site response parameters and/or spectrum
 - special environmental conditions and loads
 - weight, type, and location of mechanical, plumbing, and electrical systems
 - existing adjacent building(s) structural drawings (as applicable)
- b. The following services are not included in the Design and Construction Phase Services. Martin, White & Griffis shall be additionally compensated for work hereunder when such services are authorized by the Architect on an hourly basis as outlined below:
 1. Structural Special Inspections which are required by the Building Code are not included in the basic services herein.
 2. Structural Observations which are required by the Building Code are not included in the basic services herein.
 3. Significant changes in the structural design of the project after the design development phase, the project's square footage area, the project's construction cost or configuration data as cited under the presently defined scope of work outlined above, or any authorized additions/revisions/modifications made to the project after preliminary approval.
 - a. Preparation of construction cost estimates.
 4. Formal value engineering studies.
- c. Fee for additional services will be on an hourly basis at the following billing rates:

Principal:	\$180.00/ hr.
Senior Structural Engineer:	\$150.00 / hr.
Structural Engineer:	\$125.00 / hr.
Structural Designer:	\$100.00 / hr.
Revit Operator:	\$ 90.00 / hr.
Inspector:	\$100.00 / hr.
Clerical:	\$ 60.00 / hr.

- d. Payment of the fee for additional services will be due and payable on the same basis as that for design phase services, outlined in paragraph 6 above.
- e. No additional service shall be provided without prior written authorization to proceed from the Architect.

6. Delays: Should the project be terminated or have an extended delay at any time, the payment of fee shall be a proportional fee for services performed to termination date or date of delay.

If, for any reason, the project design is completed but no contract awarded the fee basis shall be the full lump sum fee indicated.

7. Termination of Agreement: This agreement is terminated if and when the agreement between the Owner and Architect is terminated. The engineer shall be promptly notified of the termination. It also may be terminated by either party upon seven day's written notice should the other party fail substantially to perform in accordance with its terms through no fault of others than the engineer, the engineer shall be paid for services performed to termination date, including reimbursements then due.

Thank you for the opportunity of submitting this proposal. If you find it satisfactory, please indicate so by signing and returning one copy, so that we will be able to proceed with the work.

Sincerely,



Thomas C. Griffis, PE
Principal

Agreed To:

Peter Sangiorgio

Date

TCG
Attachment

FEE SCHEDULE

CLIENT: Pima County

DATE:

PROJECT: Pima County Detention Complex Study

AWA NO.

Item	Hours	Rate	Fee	Totals		
Phase 1 Work - Assessments						
Task 1A - Post Award Kick-off - Prior to Field Work						
Principal Structural	2	\$ 200.00	\$ 400.00		4	1
Senior Structural Engineer	16	\$ 175.00	\$ 2,800.00		4	4
Structural Engineer	8	\$ 125.00	\$ 1,000.00		4	2
Structural Designer	0	\$ 100.00	\$ -		4	0
BIM	6	\$ 90.00	\$ 540.00		4	2
Admin	4	\$ 60.00	\$ 240.00		4	1
Task Total	36		\$ 4,980.00			
Task 1B - Field Work - Site Investigations and Condition Assessments						
Principal Structural	4	\$ 200.00	\$ 800.00		4	1
Senior Structural Engineer	24	\$ 175.00	\$ 4,200.00		4	6
Structural Engineer	24	\$ 125.00	\$ 3,000.00		4	6
Structural Designer	0	\$ 100.00	\$ -		4	0
BIM	0	\$ 90.00	\$ -		4	0
Admin	0	\$ 60.00	\$ -		4	0
Task Total	52		\$ 8,000.00			
Task 1C - Condition Assessment Report						
					weeks	Hours/wk
Principal Structural	0	\$ 200.00	\$ -		4	0
Senior Structural Engineer	12	\$ 175.00	\$ 2,100.00		4	3
Structural Engineer	8	\$ 125.00	\$ 1,000.00		4	2
Structural Designer	0	\$ 100.00	\$ -		4	0
BIM	0	\$ 90.00	\$ -		4	0
Admin	0	\$ 60.00	\$ -		4	0
Task Total			\$ 3,100.00			
Phase 2 Work Recommendations for Improvements						
Task 2A - Development of Initial Recommendations Options Preliminary Report						
					weeks	Hours/wk
Principal Structural	0	\$ 200.00	\$ -		4	0
Senior Structural Engineer	12	\$ 175.00	\$ 2,100.00		4	3
Structural Engineer	8	\$ 125.00	\$ 1,000.00		4	2
Structural Designer	0	\$ 100.00	\$ -		4	0
BIM	0	\$ 90.00	\$ -		4	0
Admin	8	\$ 60.00	\$ 480.00		4	2
Task Total			\$ 3,580.00			
Task 2B Final Report						
Principal Structural	0	\$ 200.00	\$ -		4	0
Senior Structural Engineer	2	\$ 175.00	\$ 350.00		4	1
Structural Engineer	2	\$ 125.00	\$ 250.00		4	1
Structural Designer	0	\$ 100.00	\$ -		4	0
BIM	0	\$ 90.00	\$ -		4	0
Admin	0	\$ 60.00	\$ -		4	0
Task Total			\$ 600.00			
TOTAL:			\$ 20,260.00			
TOTAL FEE THIS PROPOSAL:			\$ 20,260.00			
ESTIMATED REIMBURSABLE EXPENSES			\$0.00			
TOTAL FEE AND REIMBURSABLES			\$ 20,260.00			

Hourly Rates for Additional Services (Hourly rate x overhead of 165%)

FEE SCHEDULE

CLIENT: Pima County

DATE:

PROJECT: Pima County Detention Complex Study

AWA NO.

Item	Hours	Rate	Fee	Totals
Principal Structural		\$ 200.00		
Senior Structural Engineer		\$ 175.00		
Structural Engineer		\$ 125.00		
Structural Designer		\$ 100.00		
BIM		\$ 90.00		
Admin		\$ 60.00		

JJM: FP: PDC
10 May 2023

Mr. Peter Sangiorgio, NCARB, LEED AP
Principal Architect
Arrington Watkins Architects LLC
3003 North Central Avenue, Suite 2400
Phoenix, AZ 85012

Dear Mr. Sangiorgio:

RE: PIMA COUNTY SFQ-PO-2300017 - ADULT DETENTION COMPLEX STUDY - COST CONSULTANCY SERVICES

Thank you very much for inviting Rider Levett Bucknall (“RLB”) to submit a proposal to provide Cost Consultancy Services for the Pima County Adult Detention Complex Study Project. We understand that no builder will be engaged during the course of our services, therefore, no reconciliation(s) of our estimate(s) with a builder will be required. All proposed fees are based on the following documents supplied by Arrington Watkins Architects LLC (“AWA”), as superseded by the written scope clarifications in our proposal below, which reflect RLB’s interpretation our discussion on 07 May 2023. In the case of any conflicts between or among the documents listed below, the document closer to the top of the list below supersedes:

- “240507 - REV Pima County Adult Detention Complex Study Scope of Work.pdf” (Scope document from AWA)
- “AE_SOW_Jail Study_R2_04232024.doc” (Revised Pima County Scope Document dated 23 April 2024)
- “230530 – Summation – Internal RFQ Discussion (002).docx” (Facility information document from AWA)
- “Template for Consultants with Phases.xlsx” (Fee template provided by AWA)

If the design submission or cost estimate (or other services) structure changes from that which is listed herein, RLB reserves the right to re-negotiate our fees.

Proposed Fees

Task 1a – Post-Award Kickoff, Data Gathering and Analysis

RLB Role – None (Excluded)

Description	Rate	Hours	Sum
Senior Cost Manager	\$188.04	0	\$0
Total		0	\$0

Total Proposed Fee Task 1 = \$0

PIMA COUNTY SFQ-PO-2300017 – ADULT DETENTION COMPLEX STUDY – COST CONSULTANCY SERVICES

Task 1b – Field Work – Site Investigations and Condition Assessments

RLB Role – None (Excluded)

Description	Rate	Hours	Sum
Senior Cost Manager	\$188.04	0	\$0
Total		0	\$0

Total Proposed Fee Task 1b = \$0

Task 1c – Condition Assessment Report

RLB Role – None (Excluded)

Description	Rate	Hours	Sum
Senior Cost Manager	\$188.04	0	\$0
Total		0	\$0

Total Proposed Fee Task 1c = \$0

Task 2a – Development of Initial Recommendations Options

RLB Role – Prepare Program cost estimates for up to four (4) Study design renovation/expansion options, based on Program / Massing documents from AWA; RLB includes time for up to two (2) virtual meetings

Description	Rate	Hours	Sum
Senior Cost Manager	\$188.04	372	\$69,950.88
Total		372	\$69,950.88

Total Proposed Fee Task 2a = \$69,950.88

PIMA COUNTY SFQ-PO-2300017 – ADULT DETENTION COMPLEX STUDY – COST CONSULTANCY SERVICES

Task 2b – Final Report

RLB Role – Prepare updated cost estimates based on any of those selected in Task 2a, based on Program / Massing documents from AWA, where it is assumed that changes to our cost estimates are based on reasonable Program progressions resulting out of Task 2a comment resolution; RLB includes time for up to two (2) virtual meetings

Description	Rate	Hours	Sum
Senior Cost Manager	\$188.04	104	\$19,556.16
Total		104	\$19,556.16

Total Proposed Fee Task 2b = \$19,556.16

Grand Total all Tasks = \$89,507.04

Exclusions

Please note that our fees generally exclude out-of-pocket expenses (such as; airfares and travel outside the Greater Tucson area; color photocopying; reproduction costs associated with other consultants' documents), which are to be reimbursed at the actual cost to us. Reimbursables are not anticipated to be required for this project.

- detailed labor, material and equipment build-ups for any unit rates included within RLB's cost estimate(s)
- preparation of new cost estimates or amendments to our cost estimates necessitated by changes in the design or by further redesigns beyond the milestone exercise specifically included within this proposal
- any cost consulting for a new facility
- any site visits
- detailed pricing for FF&E (ie: furniture or movable equipment), which we expect to be provided by the applicable consultant, however, RLB will assist AWA in including a percentage-based cost for this scope in our estimates
- detailed pricing for Audio/Visual equipment (however, RLB will provide construction pricing for Audio/Visual infrastructure), however, RLB will assist AWA in including a percentage-based cost for this scope in our estimates
- any cost estimating for operations costs, including those for any temporary phasing, which are assumed to be assigned by Owner
- pricing for any hazardous materials abatement
- any cost consulting for new options in Task 2b

**PIMA COUNTY SFQ-PO-2300017 – ADULT DETENTION COMPLEX STUDY – COST
CONSULTANCY SERVICES**

Thank you for the opportunity to submit this proposal. If you find it acceptable as is, please sign below and return it to me.

Finally, thank you again for considering RLB. We sincerely appreciate it.

Yours sincerely,



Josh Marks, PE, PMP
Principal
Rider Levett Bucknall Ltd

Accepted: _____

Position / Title: _____

Date: _____



FEE SCHEDULE

CLIENT: Pima County
PROJECT: Pima County Detention Complex Study

DATE: 10 May 2024
AWA NO.

Item	Hours	Rate	Fee	Totals
Task 1a - Post Award Kick-off, Data Gathering and Analysis				
Senior Cost Manager	0	\$ 188.04	\$ -	
Subtotal	0		\$ -	-
Task 1b - Site Investigations and Condition Assessments				
Senior Cost Manager	0	\$ 188.04	\$ -	
Subtotal	0		\$ -	-
Task 1c - Condition Assessment Report				
Senior Cost Manager	0	\$ 188.04	\$ -	
Subtotal	0		\$ -	-
Task 2a - Development of Initial Recommendations Options				
Senior Cost Manager	372	\$ 188.04	\$ 69,950.88	
Subtotal	372		\$ 69,950.88	69,950.88
Task 2b - Final Report				
Senior Cost Manager	104	\$ 188.04	\$ 19,556.16	
Subtotal	104		\$ 19,556.16	19,556.16

TOTAL: \$ 89,507.04

TOTAL FEE THIS PROPOSAL: \$ 89,507.04

ESTIMATED REIMBURSABLE EXPENSES \$0.00

TOTAL FEE AND REIMBURSABLES \$ 89,507.04

Hourly Rates for Additional Services
Senior Cost Manager

\$ 188.04

\$89,507.00
No Pennies



May 10, 2024

Peter Sangiorgio
Principal Architect NCARB Certified/LEED AP
Arrington Watkins Architects
3003 N Central Ave, Suite 2400
Phoenix, AZ 85012

Ref: Professional Design Services – SFQ-PO-2300017; Architectural and Engineering Design Services: Pima County Adult Detention Complex Study

Peter,

We sincerely appreciate the opportunity to assist Arrington Watkins Architects (AW), Pima County, and the rest of the design team with the Security Electronic Systems planning for the Pima County Adult Detention Complex Study. We have developed this proposal, which outlines the basic services to be provided for our efforts along with the associated fees.

DESCRIPTION OF PROJECT

The project is in Tucson, Arizona at the Pima County Adult Detention Complex. The facility address is 1270 W. Silverlake Road, Tucson, AZ. The facility capacity is approximately 2,000 to 2,200 inmates. The original detention building was constructed in the 1960s and has undergone expansion projects in the 1980s and most recently in 2003. The complex encompasses more than 384,000 square feet and includes administration, visitor lobby, vehicular sallyport, intake, housing areas with dayrooms and exercise yards, video visitation, infirmary, kitchen, and property storage. Further, there are several ancillary buildings including a training center, and commissary and pretrial modulars.

Of the project goals listed in AW's proposal, we feel we are best suited to assist AW in the following goals.

- Mid-Level evaluation of the existing detention complex to understand facility conditions related to useful life, ability to support current mission of the facility and current code compliance
- With the information discovered, develop options for improvements to the existing facility that include renovations, additions, and/or complete replacement of systems at the facility site

We are near the completion of a full security electronic systems upgrade at the Pima County Jail and have extensive as-built plans, on-site knowledge, and a Level 250 BIM model we developed for our project. We know the facility and its operations and can provide valuable insight on ways these systems are used to support current operations, as well as areas our project renovated that might be useful as repurposed spaces. Our experience with the facility and their personnel will also lend to assisting AW with developing options for improvements to the existing facility.

Phase 1 – Existing Condition Assessment

Since SDC has already conducted a full assessment of the facility as part of our current project, we will not be providing any services related to assessing the facility. We do have knowledge, understanding, and good



documentation of the facility, their operations, and the newly installed security electronic systems based on our current project that we will share with the team to assist in their assessment process.

Phase 2 – Recommendations for Improvements

As part of the Phase 2 services, we will work with the rest of the team to help develop recommendations for improvement based on our understanding of the newly installed security electronic systems and how they could impact or be impacted by renovations, additions, and other planning modifications.

Final Report:

SDC will provide written narratives related to the Phase 1 and Phase 2 work that can be included in AW's final report. We will also review and work with the other disciplines to ensure any topics associated to our systems are known, understood, and coordinated.

We understand this scope of work to include professional services. SDC will provide these services related to the Security Electronic Systems and coordinate with the following disciplines during all phases of this project:

- Architecture – Arrington Watkins Architects
- Operations and Programing Consultant – Pulitzer-Bogard and Associates LLC
- Civil Engineering – Dibble Associates
- Structural Engineering – Martin, White and Griffis
- MEP/Technology – LSW Engineering
- Cost Estimating – RLB

Scope of Service – The project includes two phases with multiple tasks per phase. The following is a list of the tasks SDC anticipates being involved in.

Phase 1 Work – Assessment

Task 1A. – Post Award Kick-off, Data Gathering and Analysis – Prior to Field Work

- Because SDC has already conducted an extensive site assessment and provided oversight for the replacement of the existing security electronic systems, we will have limited involvement in Task 1A. We do have good documentation of the existing facility, the newly installed security electronic systems, and the Level 250 DIM model that we will be sharing with AW.
- Participate in a Post Award Kick-off meeting with the entire team and Pima County (attend virtually)

Task 1B. – Field Work – Site Investigation and Conditions Assessments

- SDC has no scope in this task.

Task 1C. – Condition Assessment Report

- SDC will provide input and written narrative related to the new security electronic systems for inclusion in the condition assessment report. We will detail what has been done on our current project and the improvements made that relate to this project.

Phase 2 Work – Recommendations for Improvements

Task 2A. Development of Initial Recommendations Options



- SDC will assist AW in this phase by providing input regarding the security electronic systems as they relate to AW's recommendations for improvements to the facility. SDC's focus will be on preserving or repurposing as much of the newly installed systems as possible. We will also provide input and our own recommendations for security in any of the demolition, addition, or remodel work.

Task 2B. – Final Report

- SDC will receive AW's and the owner's comments from their reviews of the Task 2A and update our portion of the initial report. We will be available for any meetings or presentations as necessary in a virtual format.

Deliverables: All deliverables will be provided in PDF format.

FEE FOR SERVICES - Refer to the SDC's Fee Schedule for a breakout of fees per task and hourly rates. We do not anticipate any travel relative to our services, so there are no expenses related to our work.

ANTICIPATIONS / EXCLUSIONS

ANTICIPATIONS - The following items are anticipated to be provided to SDC:

- All deliverables will be provided in electronic format (MS Word, Excel and/or PDF)

EXCLUSIONS - These items are excluded from SDC's Scope of Work:

- Electrical power and power distribution design and engineering
- Fire Alarm System design and engineering
- Uninterruptible Power Supply (UPS) sizing and distribution design and engineering
- IT/Telecom, AV, Public Address, and any other systems not specifically included herein
- Printing of any documents: SDC will produce all documentation digitally in PDF format and provide to AW

Thank you for the opportunity to submit this proposal for services. We look forward to working with AW, Pima County, and the entire design team on this project. Please do not hesitate to contact me with any questions or comments.

Respectfully,

Timothy "Lance" Timmsen
President / Owner
Security Design Consulting, LLC
lance.timmsen@sdcllc.com
(719) 232-2896

SDC's FEE SCHEDULE

CLIENT: Pima County

DATE: 5/10/2024

PROJECT: Pima County Detention Complex Study

AWA NO.

Item	Hours	Rate	Fee	Totals
Phase 1 - Assessment				
Task 1A - Post Award Kick-off				
Principal Security Electronics Designer	8	\$ 225.00	\$ 1,800.00	
Director Security Electronics Design	8	\$ 195.00	\$ 1,560.00	
Security Electronics Designer		\$ 145.00	\$ -	
Security Electronics Engineer		\$ 200.00	\$ -	
#		\$ -	\$ -	
#		\$ -	\$ -	
Subtotal	16		\$	3,360.00
Task 1B - Field Work - Site Investigation and Conditions Assessments				
Principal Security Electronics Designer		\$ 225.00	\$ -	
Director Security Electronics Design		\$ 195.00	\$ -	
Security Electronics Designer		\$ 145.00	\$ -	
Security Electronics Engineer		\$ 200.00	\$ -	
#		\$ -	\$ -	
#		\$ -	\$ -	
Subtotal	0		\$	-
Task 1C - Condition Assessment Report				
Principal Security Electronics Designer	8	\$ 225.00	\$ 1,800.00	
Director Security Electronics Design	8	\$ 195.00	\$ 1,560.00	
Security Electronics Designer		\$ 145.00	\$ -	
Security Electronics Engineer		\$ 200.00	\$ -	
#		\$ -	\$ -	
#		\$ -	\$ -	
Subtotal	16		\$	3,360.00
Phase 2 - Recommendations for Improvements				
Task 2A - Development of Initial Recommendations Options				
Principal Security Electronics Designer	6	\$ 225.00	\$ 1,350.00	
Director Security Electronics Design	6	\$ 195.00	\$ 1,170.00	
Security Electronics Designer		\$ 145.00	\$ -	
Security Electronics Engineer		\$ 200.00	\$ -	
#		\$ -	\$ -	
#		\$ -	\$ -	
Subtotal	12		\$	2,520.00
Task 2B - Final Report				
Principal Security Electronics Designer	6	\$ 225.00	\$ 1,350.00	
Director Security Electronics Design	6	\$ 195.00	\$ 1,170.00	
Security Electronics Designer		\$ 145.00	\$ -	
Security Electronics Engineer		\$ 200.00	\$ -	
#		\$ -	\$ -	
#		\$ -	\$ -	
Subtotal	12		\$	2,520.00
TOTAL:			\$	11,760.00
TOTAL FEE THIS PROPOSAL:			\$	11,760.00
ESTIMATED REIMBURSABLE EXPENSES				\$0.00
TOTAL FEE AND REIMBURSABLES			\$	11,760.00

END OF EXHIBIT B - COMPENSATION SCHEDULE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2024

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 Stuckey Insurance & Associated Agencies 2850 E Camelback Rd Suite 325 Phoenix AZ 85016	CONTACT NAME: Abi Law PHONE (A/C, No, Ext): 602-264-5533 E-MAIL ADDRESS: abigail.law@stuckeyinsurance.com FAX (A/C, No):
INSURED Arrington Watkins Architects, LLC 3003 N Central, Suite 2400 Phoenix AZ 85012	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: The Phoenix Insurance Company INSURER C: The Travelers Property Casualty Insurance Company INSURER D: Twin City Fire Insurance Company INSURER E: XL Specialty Ins INSURER F:
	NAIC # 25658 25623 25674 29459 37885

COVERAGES**CERTIFICATE NUMBER:** 1906071809**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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807H121391	2/15/2024	2/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4R171701	2/15/2024	2/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8425Y285	2/15/2024	2/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	59WECGF0387	6/1/2024	6/1/2025	<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
E	Professional Liability			DPR5024801	2/15/2024	2/15/2025	Per Claim Aggregate 2,000,000 4,000,000

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

Professional Liability - Claims Made - Retro Date - Full Prior Acts

Re: Project: Architectural and Engineering Design Services: Pima County Adult Detention Complex Study (XMJSTY)

CONTRACT NO.: CT-CPO-24-052

County, its departments, districts, boards, commissions, officers, officials, agents, and employees are named an additional insured in respect to the general and auto liabilities, which are primary and non-contributory. Waiver of subrogation applies in favor of the additional insureds.

CERTIFICATE HOLDER**CANCELLATION**

Pima County
PROCUREMENT DEPARTMENT
DESIGN & CONSTRUCTION DIVISION
150 W. CONGRESS STREET, 5th 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

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

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".

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

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

- (3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
 - 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor is subject to the following provisions:
- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
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.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is 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, except when Paragraph **d.** below applies.

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 insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

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.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "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".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "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.
7. "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, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

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

12. "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.

13. "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 organization for "premises damage" is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any 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. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

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

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(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", "property damage", "personal injury" or "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.

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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

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DATE OF ISSUE: 01/05/2024

Page 1 of 1

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Non-Owned Watercraft – 75 Feet Long Or Less | H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises |
| B. Who Is An Insured – Unnamed Subsidiaries | |
| C. Who Is An Insured – Retired Partners, Members, Directors And Employees | I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations |
| D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees | J. Incidental Medical Malpractice |
| E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies | K. Medical Payments – Increased Limit |
| F. Blanket Additional Insured – Controlling Interest | L. Amendment Of Excess Insurance Condition – Professional Liability |
| G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement |
| | N. Contractual Liability – Railroads |

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:
"Incidental medical services" means:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;
subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 59 WEC GF0387

Endorsement Number:

Effective Date: 06/01/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ARRINGTON WATKINS ARCHITECTS, LLC

3003 N Central Avenue, Suite 2400

Phoenix AZ 85012

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

INDEX

<u>SUBJECT</u>	<u>PAGE</u>	<u>SUBJECT</u>	<u>PAGE</u>
SECTION I	2	B. Part One Does Not Apply	3
PARTS ONE and TWO	2	C. Application of Coverage	3
01 We Will Also Pay	2	D. Additional Exclusions	3
PART - THREE	2	E. West Virginia	3
02 How This Insurance Works	2	EXTENDED OPTIONS	4
PART - SIX	2	01 Employers' Liability Insurance	4
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose	4
04 Cancellation	2	Hazards	
05 Liberalization	2	03 Waiver of Our Right to Recover from	4
SECTION II	2	Others	
VOLUNTARY COMPENSATION	2	04 Foreign Voluntary Compensation	4
INSURANCE		A. How This Reimbursement Applies	4
06 Voluntary Compensation Insurance	2	B. We Will Reimburse	4
A. How This Insurance Applies	2	C. Exclusions	4
B. We Will Pay	3	D. Before We Pay	5
C. Exclusions	3	E. Recovery From Others	5
D. Before We Pay	3	F. Reimbursement For Actual Loss	5
E. Recovery From Others	3	Sustained	
F. Employers' Liability Insurance	3	G. Repatriation	5
EMPLOYERS' LIABILITY STOP GAP	3	H. Endemic Disease	5
ENDORSEMENT		05 Longshore and Harbor Workers'	5
07 Employers' Liability Stop Gap	3	Compensation Act Coverage	
Coverage		Endorsement	
A. Stop Gap Coverage Limited to	3	SECTION III	6
Montana, North Dakota, Ohio,		01 Schedule of Covered States	6
Washington, West Virginia and			
Wyoming			

SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Cancellation

Paragraph 2. of **D. Cancellation of Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

6. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will

keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

7. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury
by Accident** **\$500,000 Each Accident**

**Bodily Injury
by Disease** **\$500,000 Policy Limit**

**Bodily Injury
by Disease** **\$500,000 Each Employee**

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. 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 any person or organization for whom 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 agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

AZ

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

Countersigned by _____
Authorized Representative