



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

Award  Contract  Grant

Requested Board Meeting Date: 9/5/17

\* = Mandatory, information must be provided

or Procurement Director Award

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

The Ashton Company, Inc., Contractors and Engineers (Headquarters: Tucson, AZ); Corbins Service Electric, LLC (Headquarters: Phoenix, AZ); Gilbert Electric Company, Inc. (Headquarters: Tucson, AZ)

**\*Project Title/Description:**

Job Order Master Agreement: Electrical Contracting Services

**\*Purpose:**

Award: Master Agreement No. MA-PO-18-051. This award of Master Agreement is recommended to the three (3) highest qualified contractors in an annual shared amount not to exceed \$750,000.00 for an initial one (1) year agreement term from 09/05/17 to 09/04/18, which may be extended for up to four (4) additional one year terms. Administering Department: Facilities Management.

Board of Supervisors Policy D 29.4 authorizes the Procurement Director to execute annual renewals in an amount not to exceed the annual amount approved by the Board of Supervisors. This is an indefinite delivery/indefinite quantity job order master agreement. For projects estimated less than \$20,000.00, the department may select a contractor based on availability, specialty or other such basis as the department may determine in its sole discretion. For projects estimated at \$20,000.00 or more, all contractors will be given the opportunity to compete on the basis of cost or cost and schedule through a request for quotation. No individual job order may exceed \$125,000.00.

**\*Procurement Method:**

Solicitation for Qualifications No. 260699 was conducted in accordance with A.R.S. § 34-604 and Pima County Board of Supervisors Policy D 29.1. Seven (7) responsive statements of qualifications were received and evaluated by a three (3) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, the final list of the three (3) highest qualified contractors is recommended for award.

Attachments: Notice of Recommendation for Award and Master Agreement.

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

This Master Agreement will enable the PCFM Department to utilize Job Order Contractors to provide the necessary ongoing maintenance, upgrades, tenant improvements and emergency repairs to all County facilities and properties.

**\*Public Benefit:**

This Master Agreement provides a list of qualified contractors to quickly respond to the County's various electrical needs.

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

The Job Order Contractors will be evaluated using Pima County standard contractor evaluation forms that take into consideration quality, cost and construction management. Each job order contract awarded has a project manager that oversees and monitors entire project to ensure that the contractor is providing the proper services to Pima County in a professional manner.

**\*Retroactive:**

No

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 18-051

Effective Date: 09/05/17 Termination Date: 09/04/18 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 750,000.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Various Funds

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

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

\*Is the Contract to a vendor or subrecipient? vendor

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 22-73.

**Amendment / Revised Award Information**

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

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

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

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

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

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

\*Funding Source(s) required:

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

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

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

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

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

\*All Funding Source(s) required:

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

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

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

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

Contact: Scott Loomis 08/09/2017 Reference 8-9-17

Department: Procurement 8/14/17 Telephone: 520-724-8272

Department Director Signature/Date: [Signature] 8-10-17

Deputy County Administrator Signature/Date: [Signature] 8-17-17

County Administrator Signature/Date: [Signature] 8/17/17  
(Required for Board Agenda/Addendum Items)



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: August 4, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to **Solicitation #260699 for Job Order Master Agreement: Electrical Contracting Services** that the following listed respondents will be recommended for award of a shared Master Agreement in the amount of \$750,000.00. The award action is scheduled to be performed by the Board of Supervisors on or after September 5, 2017.

Award is recommended to the Most Qualified Respondents (listed alphabetically):

**AWARDEE NAMES**

Ashton Company, Inc. (The)

Corbins Service Electric, LLC

Gilbert Electric Co., Inc.

***NOTE: Information regarding this solicitation will be disclosed in accordance with A.R.S. § 34-604(H).***

Issued by:  /s/ Scott Loomis

Telephone Number: (520) 724-8272

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

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov)

<b>PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT</b>	
<b>PROJECT:</b>	JOB ORDER MASTER AGREEMENT: ELECTRICAL CONTRACTING SERVICES
<b>CONTRACTORS:</b>	The Ashton Company, Inc., Contractors and Engineers 2727 S. Country Club Road Tucson, Arizona 85713  Corbins Service Electric, LLC 4595 S. Palo Verde, Suite 503 Tucson, Arizona 85714  Gilbert Electric Co., Inc. 1760 E. Pace Court Tucson, Arizona 85719
<b>AMOUNT:</b>	\$750,000.00
<b>FUNDING:</b>	Various Funds

**CONTRACT**

NO. MA-PD-18-051

**AMENDMENT NO.** \_\_\_\_\_

This number must appear on all invoices, correspondence and documents pertaining to this contract.

(stamp here)

**JOB ORDER MASTER AGREEMENT**

This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and The Ashton Company, Inc., Contractors and Engineers, Corbins Service Electric, LLC, and Gilbert Electric Co., Inc. hereinafter called CONTRACTOR in the singular, CONTRACTORS in the plural, collectively referred to as the Parties.

**WITNESSETH**

**WHEREAS**, COUNTY has a need to establish an Agreement with up to three (3) Job Order Contractors for Electrical Contracting Services; and

**WHEREAS**, COUNTY conducted a competitive qualifications-based procurement for Job Order Contractors under Solicitation #260699; and

**WHEREAS**, based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, COUNTY selected the three (3) highest qualified contractors as Job Order Contractors; and

**WHEREAS**, the Job Order Contractors have agreed to be bound by and adhere to the requirements of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

**ARTICLE 1 – BASIC TERMS**

This Master Agreement (Agreement), as approved by the Board of Supervisors commences on September 5, 2017 and terminates on September 4, 2018, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the Job Order Contractors will be assigned and perform tasks and projects under this Agreement. COUNTY, at its sole

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discretion, may extend up to four (4) additional one-year terms or add funding to this Agreement at any time with the acknowledgement of the CONTRACTORS.

Individual job orders will be implemented by issuing a Delivery Order (DO) to the selected Job Order Contractor to perform the work. Each DO will be an independent contract that will incorporate and be subject to the terms of this Agreement. The terms "DO", "Job Order", and "Contract" are used interchangeably in this Agreement.

For projects anticipated to be valued less than \$20,000.00, the COUNTY may select a Contractor based on availability, specialty, or such other basis or bases as the COUNTY may determine in its sole discretion.

For projects anticipated to be valued \$20,000.00 or more, selection will be based on the responses to a simplified request for quotation covering either cost or cost and schedule from all Job Order Contractors.

Regardless of dollar value, all federally funded Job Orders will be competitively bid among all Contractors.

No individual Job Order may exceed \$125,000.00.

Due to limited subcontracting opportunities no Small Business Enterprise (SBE) goal is established for this project. Certified SBE firms are encouraged to participate.

Construction completion time for work to be performed under this Agreement will be as stated in individual Job Orders issued under this Agreement. COUNTY will assess Liquidated damages against CONTRACTOR based upon the construction completion time, if so specified in a Job Order.

Each CONTRACTOR will select subcontractors in accordance with CONTRACTOR'S Subcontractor Selection Plan, incorporated herein by reference.

## **ARTICLE 2 – SCOPE OF SERVICES**

CONTRACTOR will provide for COUNTY all labor, materials and equipment necessary to complete the work identified in individual Job Orders awarded to CONTRACTOR under this Agreement. The scope of work under this Agreement is more fully set forth in **Exhibit "A" Scope of Services (3 pages)**, attached and incorporated herein. All work will be done per specifications called for in Job Orders, **General Conditions, Exhibit "B" (11 Pages), Special Conditions – Multiple Award Job Order Contract, Exhibit "C" (11 Pages)**, and other documents incorporated into this Agreement, all made a part hereof.

## **ARTICLE 3 – COMPENSATION AND PAYMENT**

CONTRACTOR will provide detailed documentation in support of each requested payment. Any payments under this Article do not prevent COUNTY from objecting to charges after payment therefor in appropriate cases, or from seeking reimbursement for any such charges. Payments will be made in accordance with A.R.S. §§ 34-607 and 34-221.

CONTRACTOR must cite the Delivery Order number on all invoices.

For the period of record retention required under **Article 24**, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law

CONTRACTOR will not perform work in excess of the Delivery Order Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Agreement Amount without prior authorization by amendment is at CONTRACTOR'S own risk.

## **ARTICLE 4 – FEDERAL FUNDING**

COUNTY and CONTRACTOR understand that the Job Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding. For those Job Orders that are identified as being federally funded, Federal Labor Standards will be applicable to that Job Order, and the additional requirements (federal forms) will be attached to and be a part of the Job Order. See **Supplemental Provisions for Federal-Aid Construction Contracts, Exhibit “D” (3 pages)**. CONTRACTOR agrees to be bound by all such requirements and to comply therewith, including the payment of prevailing wages under the Davis Bacon Act (AZ Wage Decision)

Minimum wage rate, withholding, payroll, apprentice, subcontracting, and termination provisions and the Work Hour and Safety Standards Act related to overtime pay and safety.

CONTRACTOR will not subcontract on any federally-funded Job Order with any firm or person listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

## **ARTICLE 5 – INSURANCE**

The Insurance Requirements herein are minimum requirements for this Master Agreement and in no way limit, the indemnity covenants contained in this Contract. CONTRACTOR'S insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### **5.1 Minimum Scope and Limits of Insurance:**

CONTRACTOR will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Master Agreement have been met. The below Insurance Requirements are minimum requirements for this Master Agreement and in no way limit CONTRACTOR'S indemnity obligations under this Contract. COUNTY in no way warrants that the required insurance is sufficient to protect the CONTRACTOR for liabilities that may arise from or relate to this Contract. If necessary, CONTRACTOR may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

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

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

5.1.3 **Workers' Compensation (WC) and Employers' Liability** - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Note: The Workers' Compensation requirement will not apply to a CONTRACTOR that is exempt under A.R.S. § 23-901, and when such CONTRACTOR executes the appropriate COUNTY Sole Proprietor or Independent CONTRACTOR waiver form.

5.1.4 **Builder's Risk**- Insurance applies to this Agreement, but need not be provided unless required for a particular job order. If Builders Risk Insurance applies to a particular job order, then CONTRACTOR is required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value of the work under the job order, which shall include "All Risk" coverage. **Pima County** shall be named

as a "Loss Payee". CONTRACTOR is responsible for equipment, materials, and supplies until completion of the project and acceptance by COUNTY.

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

**5.2 Additional Insurance Requirements:**

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

- 5.2.1 **Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include **Pima County**, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of CONTRACTOR.
- 5.2.2 **Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of CONTRACTOR.
- 5.2.3 **Primary Insurance:** The CONTRACTOR'S policies shall stipulate that the insurance afforded the CONTRACTOR shall be primary and that any insurance carried by COUNTY, its agents, officials, or employees shall be excess and not contributory insurance.
- 5.2.4 Insurance provided by the CONTRACTOR shall not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

**5.3 Notice of Cancellation:**

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

**5.4 Verification of Coverage:**

CONTRACTOR shall furnish COUNTY with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 5.4.1 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 Master Agreement must be in effect at, or prior to, commencement of work under this Master Agreement. Failure to maintain the insurance coverages or policies as required by this Master Agreement, or to provide evidence of renewal, is a material breach of contract.
- 5.4.2 All certificates required by this Master Agreement shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the COUNTY project or Master Agreement number and project description on the certificate. COUNTY reserves the right to require complete copies of all insurance policies required by this Master Agreement at any time.

**5.5 Approval and Modifications:**

COUNTY Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Master Agreement amendment, but the approval must be in writing. 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, or the COUNTY'S receipt of any other information from the CONTRACTOR, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**ARTICLE 6 – INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR indemnifies and holds harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONTRACTOR, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Agreement. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnities.

All warranty and indemnification obligations under this Agreement survive expiration or termination of the Agreement, unless expressly provided otherwise. 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.

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

**ARTICLE 7 – BONDING REQUIREMENTS**

CONTRACTOR will file payment and performance bonds with COUNTY, as required by A.R.S. §§ 34-610 and 34-611, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this Agreement. Bonds will be submitted on an annual basis for the full value of all construction reasonably anticipated during the Agreement year or may be provided on a Job-Order by Job-Order basis; in the latter case, CONTRACTOR will anticipate additional Job Orders and provide bonds in reasonable increments. At no time will the cumulative value of the bonds be less than the total value of the construction performed by CONTRACTOR under this Agreement, including Job Orders awarded to CONTRACTOR but not yet completed.

If bonds are secured on a Job-Order by Job-Order basis, the Contracting Department will obtain the appropriate bonds from CONTRACTOR upon issuance of a Job Order and release of the Delivery Order.

**ARTICLE 8 – COMPLIANCE WITH LAWS**

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Agreement apply, but do not require an amendment.

**ARTICLE 9 – INDEPENDENT CONTRACTOR STATUS**

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

**ARTICLE 10 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE**

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



CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONTRACTOR under this Agreement. Without additional compensation, CONTRACTOR will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONTRACTOR found during or after the course of the services performed by or for CONTRACTOR under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

CONTRACTOR will ensure that all SUBCONTRACTORS have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Agreement. CONTRACTOR will not permit any SUBCONTRACTOR to perform work that does not fall within the scope of the SUBCONTRACTOR'S license, except as may be permitted under the rules of the Registrar of Contractors.

CONTRACTOR will be fully responsible for all acts and omissions of its SUBCONTRACTOR(S) and of persons directly or indirectly employed by a SUBCONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONTRACTOR, except as may be required by law.

#### **ARTICLE 11 – ASSIGNMENT**

CONTRACTOR will not assign its rights to this Agreement in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

#### **ARTICLE 12 – NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Agreement as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS**. During the performance of this Agreement, CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE 13 – AMERICANS WITH DISABILITIES ACT**

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR will maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

#### **ARTICLE 14 - AUTHORITY TO CONTRACT**

CONTRACTOR warrants its right and power to enter into this Agreement. If any court or administrative agency determines that COUNTY does not have authority to enter into this Agreement, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Agreement.

#### **ARTICLE 15 – 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 Agreement or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

## **ARTICLE 16 – CANCELLATION FOR CONFLICT OF INTEREST**

This Agreement is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a CONTRACTOR to any other party to the contract with respect to the subject matter of the contract."

## **ARTICLE 17 – TERMINATION OF CONTRACT FOR DEFAULT**

- A. Upon a failure by CONTRACTOR to cure a default under this Agreement within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Agreement for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Agreement or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Agreement, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
  3. Failure to provide competent supervision at the site;
  4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material;
  5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
  6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Agreement;
  7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Agreement; or
  8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
  2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Agreement for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
  3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

- D. Neither this Agreement nor any job order issued under this Agreement will be terminated for default or the CONTRACTOR responsible for damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
    - (i) Acts of God or of the public enemy,
    - (ii) Acts of COUNTY in either its sovereign or contractual capacity,
    - (iii) Acts of another contractor in the performance of a Contract with COUNTY,
    - (iv) Fires,
    - (v) Floods,
    - (vi) Epidemics,
    - (vii) Quarantine restrictions,
    - (viii) Strikes,
    - (ix) Freight embargoes,
    - (x) Unusually severe weather, or
    - (xi) Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTORS or suppliers; and
  2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Agreement.
- F. If, after termination of the Agreement for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Agreement.

#### **ARTICLE 18 – TERMINATION FOR CONVENIENCE OF COUNTY**

COUNTY may terminate this Agreement at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Agreement as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

#### **ARTICLE 19 – NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision in this Agreement, COUNTY may terminate this Agreement if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such termination, COUNTY has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

## **ARTICLE 20 – NOTICES**

Any notice required or permitted to be given by CONTRACTORS under this Agreement will be in writing and will be served by delivery or by certified mail upon the other party as follows:

### **COUNTY:**

Lisa Josker  
Facilities Management  
150 W. Congress  
3<sup>rd</sup> Floor  
Tucson, AZ 85701  
Tel: (520) 724-3633

Any Notice required or permitted to be given by COUNTY may be served by personal delivery or certified mail to CONTRACTOR'S contact name in CONTRACTOR'S electronic vendor record.

## **ARTICLE 21 - NON-EXCLUSIVE AGREEMENT**

CONTRACTOR understands that this Agreement is Non-Exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

## **ARTICLE 22 - AGREEMENT DOCUMENTS**

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Agreement have relied upon information provided in SOLICITATION NO. 260699 – Job Order Master Agreement: Electrical Contracting Services, EXHIBIT "A" – SCOPE OF SERVICES, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), EXHIBIT "B" - GENERAL CONDITIONS, EXHIBIT "C" - SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT, EXHIBIT "D" – SUPPLEMENTAL PROVISIONS FOR FEDERAL AID CONSTRUCTION CONTRACTS, and on information provided in the CONTRACTOR'S response to this Solicitation, Job Orders and Modifications thereto, and all drawings and specifications referenced in this Agreement or included in such Job Orders as may be issued under this Agreement. These documents are hereby incorporated into and made a part of this Agreement by reference as if set forth in full herein. The CONTRACTOR'S respective Subcontractor Selection Plans are incorporated by reference; each CONTRACTOR shall be bound by the terms of its own Subcontractor Selection Plan.
- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Agreement, the Agreement Documents take precedence in the following order:
1. This Agreement
  2. Special Conditions – Multiple Award Job Order Contract
  3. General Conditions
  4. Special Provisions
  5. Subcontractor Selection Plan
  6. Job Orders
  7. Technical Specifications
  8. Contractor's Response to the Solicitation

The Parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Agreement documents. Any such agreement altering the order of precedence must be incorporated into this Agreement by Amendment.

In the event of any conflict between any provision in the Special Conditions, if any, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions takes precedence.

**ARTICLE 23 - OWNERSHIP OF DOCUMENTS**

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Agreement vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

**ARTICLE 24 - BOOKS AND RECORDS**

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONTRACTOR will retain all records relating to this Agreement at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONTRACTOR may, at its option, deliver such records to COUNTY for retention.

**ARTICLE 25 - REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in ARTICLE 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 Agreement.

**ARTICLE 26 - SEVERABILITY**

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

**ARTICLE 27 - DELAYS**

Neither party hereto is in default in the performance of its obligations hereunder 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.

**ARTICLE 28 - DISPUTES**

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Agreement or the Parties' obligations or performance hereunder, the dispute must be referred to COUNTY in writing with a request for review and response by COUNTY within a reasonable time. 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 Agreement and CONTRACTOR'S counterpart official, such meeting to be held within one (1) 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 including arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

The Parties will continue performance of their respective obligations under this Agreement notwithstanding the existence of any dispute.

## **ARTICLE 29 – PUBLIC INFORMATION**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Agreement, 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.

Any information submitted related to this Agreement that CONTRACTOR believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

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 ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY 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.

## **ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONTRACTOR hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each

SUBCONTRACTOR who performs any work for CONTRACTOR under this Agreement likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any SUBCONTRACTOR in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any SUBCONTRACTOR'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting CONTRACTOR to penalties up to and including suspension or termination of this Agreement. If the breach is by a SUBCONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONTRACTOR will advise each SUBCONTRACTOR of COUNTY'S rights, and the SUBCONTRACTOR'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these

requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this Agreement subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Agreement.”

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR’S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

**ARTICLE 31 – ISRAEL BOYCOTT CERTIFICATION**

CONTRACTOR hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by CONTRACTOR may result in action by the COUNTY up to and including termination of this Agreement.

**ARTICLE 32 - COUNTERPARTS**

This Agreement may be executed on one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated as between the Parties as original signatures for all purposes.

***The remainder of this page is intentionally left blank***

**ARTICLE 32 – ENTIRE AGREEMENT**

This document, in all its parts, together with Attachments and documents incorporated by reference constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Except as otherwise specifically provided in Article 1, this Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

IN WITNESS WHEREOF, the CONTRACTORS and the COUNTY have affixed their signatures to this Agreement on the dates written below.

APPROVED:

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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney  
**TOBIN ROSEN**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

CONTRACTOR:

  
\_\_\_\_\_  
Authorized Officer Signature

JOHN F. KOSTYO PRES  
\_\_\_\_\_  
Printed Name and Title

8/15/17  
\_\_\_\_\_  
Date



**ARTICLE 32 – ENTIRE AGREEMENT**

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IN WITNESS WHEREOF, the CONTRACTORS and the COUNTY have affixed their signatures to this Agreement on the dates written below.

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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney  
**TOBIN ROSEN**

\_\_\_\_\_  
Name (Please Print)

8/10/17  
\_\_\_\_\_  
Date

CONTRACTOR:

  
\_\_\_\_\_  
Authorized Officer Signature

SHAWN SILVESTER  
\_\_\_\_\_  
Printed Name and Title

8/16/17  
\_\_\_\_\_  
Date

**ARTICLE 32 – ENTIRE AGREEMENT**

This document, in all its parts, together with Attachments and documents incorporated by reference constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Except as otherwise specifically provided in Article 1, this Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

IN WITNESS WHEREOF, the CONTRACTORS and the COUNTY have affixed their signatures to this Agreement on the dates written below.

APPROVED:

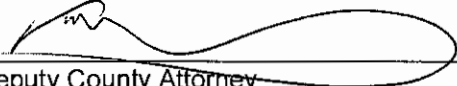
\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

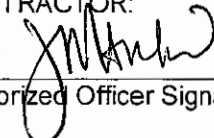
  
\_\_\_\_\_  
Deputy County Attorney

**TOBIN ROSEN**

\_\_\_\_\_  
Name (Please Print)

8/10/17  
\_\_\_\_\_  
Date

CONTRACTOR:

  
\_\_\_\_\_  
Authorized Officer Signature

JUSTIN J. MARTIN, COO  
\_\_\_\_\_  
Printed Name and Title

8/17/17  
\_\_\_\_\_  
Date

## EXHIBIT "A" (3 pages) SCOPE OF SERVICES

### 1. GENERAL:

This is an indefinite quantity, indefinite delivery, Job Order Master Agreement under which Contractor will provide all labor, materials, management, supervision, and coordination required to provide a full range of ELECTRICAL CONTRACTING Services, such work to be requested by COUNTY from time to time by issuance of an individual Job Order for individual projects.

Contractors performing work under this Job Order Master Agreement must hold a valid, current and proper license issued by the State of Arizona Registrar of Contractors for these services.

The scope of work for each project cannot be precisely defined at this time, but the range of services CONTRACTOR may be responsible for includes, but is not limited to:

- Installation and repair of overhead electrical distribution systems primary and secondary, up to 15 KV, oil filled and dry type sub-station transformers up to 15KV, integrated control systems using both high and low voltage for emergency, stand-by power, and energy management systems, and;
- Installation, maintenance and repair of stadium and parking lot lighting systems including 90 ft. tall Musco light poles, and;
- Cable splicing and troubleshooting of electrical circuits up to 15KV, and;
- Bending custom rigid conduit of up to 6" diameter, and;
- Transformer contaminant and dielectric testing.

Pima County will contact the CONTRACTOR with a specific scope of service required, and identify the location of the project, and the start and ending dates desired. Unless specified otherwise, the CONTRACTOR will provide all required materials, labor and equipment necessary to do the job. This will be determined by the COUNTY on a project by project basis. CONTRACTOR shall procure necessary materials and equipment in the most cost effective manner possible. COUNTY shall be invoiced for the actual quantity of materials and equipment used on the job.

The CONTRACTOR shall prepare a written estimate of the full cost of the proposed work (including labor, materials, taxes, insurance and bonds) to be done for each project, and shall present same to the County Project Manager for approval and acceptance prior to beginning any work. The format used to prepare these estimates must be detailed as required by the County Project Manager. The County Project Manager will evaluate the response(s) and select award based on the procedures outlined in Exhibit "C" – Special Conditions – Multiple Award Job Order Master Agreement. Upon acceptance, the Project Manager shall issue a written Notice to Proceed to the CONTRACTOR, after which, the CONTRACTOR shall begin work on the project within five (5) days, unless otherwise agreed to by the Project Manager.

CONTRACTOR shall provide detailed documentation in support of requested payments in an invoice format as required by the Pima County Project Manager. NO PAYMENT REQUESTS WILL BE ACCEPTED UNTIL AFTER THE NOTICE TO PROCEED HAS BEEN ISSUED.

All work performed by the CONTRACTOR under this Master Agreement shall be performed in a thorough and workmanlike manner, and in conformance with accepted industry standards. CONTRACTOR shall adhere to a fully implemented, industry mandated safety program while performing all work under this Master Agreement.

**The CONTRACTOR must guarantee a two-hour or less response time for emergencies.** The CONTRACTOR shall coordinate the work activities so as to minimize interference with the normal work activities of COUNTY staff. A large percentage of work issued under this Agreement will need to be scheduled after normal business hours and on weekends.

During the progress of the work, the CONTRACTOR shall keep the premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris. Work areas shall be cleaned up daily. Upon completion of the project, the premises are to be left neat and clean, to the satisfaction of COUNTY.

Damage to building parts, existing items, or items being delivered, that are attributable to the CONTRACTOR shall be immediately reported to the COUNTY Project Manager and repaired or replaced by the CONTRACTOR at no cost to COUNTY.

## **2. SERVICES TO BE PROVIDED BY THE COUNTY:**

Pima County shall provide, when possible, the following items and services in support of the Contractor's work:

1. Pre-Proposal meeting and tour of the proposed site and existing conditions for each project.
2. Any as-built drawings and specifications that may exist for the facility.
3. Cost of any materials testing necessary to accomplish the Project.
4. Construction Documents prepared in support of the specific Project.
5. A PCFM Project Manager will be assigned to work with the CONTRACTOR throughout the term of the Project. All project communications must flow through the Project Manager.
6. Any information available regarding building utilities and services as required. This does not limit or negate the requirement of the CONTRACTOR to verify the field conditions.
7. Any reports and/or mitigation regarding asbestos-containing materials in COUNTY buildings. Pima County will contract directly with asbestos abatement contractors, should that be necessary, per the General Conditions.
8. Any building Materials and Finishes Standards.
9. Consultation with Risk Management Safety Officers and Hazardous Material Offices.

## **3. ADDITIONAL REQUIREMENTS:**

### **3.1 FEDERAL LABOR STANDARDS PROVISIONS:**

It is possible that some Job Orders under the Master Agreement awarded under this Solicitation may be funded partially or entirely through a federal grant or other source of federal funding and that additional requirements may attach to the use of such funding. In such event, the additional requirements shall be attached to and be a part of the Job Order. CONTRACTOR by submitting a Job Order Quotation agrees to be bound by all such requirements and to comply therewith, including the payment of prevailing wages, if required. Failure of Contractor to comply with these provisions may be grounds for sanction, including termination of the Master Agreement.

### **3.2 ORDERING AND SCHEDULING:**

All work performed under this Master Agreement shall be scheduled with the County Project Manager. The CONTRACTOR will not be paid for any work undertaken for another department which has not been directed by or approved by the County Project Manager prior to its commencement.

### **3.3 COMPLETION AND ACCEPTANCE:**

Each project issued under this Master Agreement shall commence and be completed as agreed upon in each Notice to Proceed. Acceptance of the work shall be upon approval of the Director, or his designated appointee.

### **3.4 PAYMENT:**

Pay requests for projects issued under this Master Agreement, shall conform to the provisions of Article III of the Master Agreement. No shop time, travel time or portal-to-portal charges shall be invoiced without the prior approval of the COUNTY PROJECT MANAGER.

### **3.5 WARRANTIES:**

The CONTRACTOR shall warrant that all items provided, and workmanship performed pursuant to this Master Agreement, complied with the specifications issued for the specific project, and conform to generally accepted procedures, practices and methods that are appropriate for the services provided.

Any defective workmanship or materials discovered prior to or within two (2) years of acceptance of each project, shall be corrected by the CONTRACTOR at no further expense to, and to the satisfaction of the COUNTY. Ordinary wear and tear, and abnormal abuse or neglect, are excepted. In the event that the CONTRACTOR shall fail to make such required repairs, adjustments, or other work that may become necessary by such defects, the COUNTY may affect those repairs, adjustments, or other work, and back charge the CONTRACTOR for costs incurred.

The CONTRACTOR shall provide the manufacturer's Warranty to the COUNTY prior to final payment by the COUNTY.

All warranties call for in this section shall be in addition to, and not in limitation of, all warranties, guaranties or other remedies required by law.

### **3.6 INSPECTION:**

Inspectors may be assigned to monitor work issued under this Master Agreement. These Inspectors will report the progress and quality of the work to the County Project Manager. Inspectors may call attention of deficiencies to the CONTRACTOR, but shall not relieve the CONTRACTOR from any obligation to provide complete and accurate service that is satisfactory in every way.

In the case of any dispute arising between the Inspector and the CONTRACTOR, as to the manner of performing the work, the Inspector shall have the authority to suspend the work until the issue can be resolved by the County Project Manager.

Inspectors shall in no case act as Foreman, or perform any other duties for the CONTRACTOR, or interfere with the management of the work by the CONTRACTOR. Inspection and Supervision by the COUNTY shall not be considered as direct control of individual workmen and his work. Such direct control shall remain solely the responsibility of the CONTRACTOR's Foreman or Superintendent.

### **3.7 SUPERVISION BY THE CONTRACTOR:**

The CONTRACTOR shall supervise and direct all work and equipment, scheduled, extra or emergency. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures for construction. The CONTRACTOR shall maintain and employ, at the work site, a qualified Foreman or Supervisor, who shall have been designated in writing by the CONTRACTOR as his site representative. This Foreman or Supervisor shall have the full authority to act on behalf of the CONTRACTOR and all communications given to the CONTRACTOR. The Foreman or Supervisor shall be present at the site as required to adequately perform his duties of supervision and coordination of the work.

### **3.8 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:**

The CONTRACTOR shall properly guard and protect all finished and partially finished work, and shall remain responsible for same until the work is completed or accepted. Release of partial payment for work partially completed shall not relieve the CONTRACTOR from such responsibility. The CONTRACTOR shall turn over fully completed work prior to receiving final payment.

### **3.9 DUST PREVENTION:**

The CONTRACTOR shall take whatever steps, procedures, and methods are necessary, and provide whatever equipment and materials are necessary to prevent dust conditions to exist as a result of his work until that work is fully completed and accepted. He shall comply with the requirements of all applicable air quality standards, regulations and ordinances, during the entire course of the project. THIS IS NOT AN EXTRA PAY ITEM.

### **3.10 UTILITY LOCATION:**

The CONTRACTOR shall be responsible to locate all utilities prior to commencing his work. THIS IS NOT AN EXTRA PAY ITEM.

**END EXHIBIT "A" - SCOPE OF SERVICES**

## **EXHIBIT "B" (11 pages) GENERAL CONDITIONS**

### **ARTICLE 1 – DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**Department:** The Pima County Facilities Management Department.

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

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

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

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

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

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

**Standard Specifications:** The directions, provisions, and requirements contained in the current edition of the Pima Association of Governments Standard Specifications for Public Improvements, 2014 Edition with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement of payment of same.

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

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

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

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

### **ARTICLE 2 – RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES**

The existence and locations of underground utilities indicated on the plans are not guaranteed and will be investigated and verified in the field by CONTRACTOR before starting work. Excavations in the vicinity of existing structures and utilities will be carefully done by hand. CONTRACTOR will be held responsible for any damage to, and for maintenance and protection of existing utilities and structures.

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

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

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

### **ARTICLE 3 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

- A. Laws to be Observed -- CONTRACTOR is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless COUNTY and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by CONTRACTOR or by CONTRACTOR'S employees.
- B. Permits and Licenses -- COUNTY will procure all County building permits, and sewer connection fees. CONTRACTOR will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. CONTRACTOR will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.
- C. Sanitary Provisions -- CONTRACTOR will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.

- D. Public Convenience and Safety -- CONTRACTOR will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

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

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

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

- F. Use of Explosives -- Prohibited

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

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

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

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

- I. Waiver of Legal Rights -- COUNTY will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by CONTRACTOR, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by COUNTY or by any representative of COUNTY nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by COUNTY will operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

#### **ARTICLE 4 - ACCIDENTS**

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

CONTRACTOR must promptly report in writing to COUNTY all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property



damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR will report the accident immediately by telephone or messenger to both COUNTY and the Board.

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

#### **ARTICLE 5 – RESERVED**

#### **ARTICLE 6 – DELAY**

If the number of calendar days in CONTRACTOR'S schedule plus the grace period specified in the above paragraph equals or exceeds the number of calendar days for completion stated in the solicitation, then the completion period will be as stated in the solicitation and there will be no grace period.

COUNTY and CONTRACTOR have agreed upon the Project scope, total price, and schedule for the performance of the work. The agreed schedule represents a firm commitment by CONTRACTOR and COUNTY to complete the work within the schedule identified in this Contract, as it may be adjusted from time to time.

COUNTY and CONTRACTOR understand that events may occur that delay or disrupt the schedule or require a change in the level of resources or effort. Therefore, the Contract may be adjusted as follows for Delays:

1. A delay in the work attributable to COUNTY is an excusable delay for which an adjustment may be made to the schedule. In any such case the schedule of the affected task or activity may be extended one day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
2. There is no adjustment for any CONTRACTOR-caused delay in the work, including time to repair or replace defective work. In the event of a significant CONTRACTOR-caused delay exceeding three (3) workdays, CONTRACTOR will provide a recovery plan to COUNTY within five (5) days of COUNTY's request.
3. A delay in the work attributable to any other cause, including strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the control of COUNTY or CONTRACTOR and that arises without the fault or negligence of either, is an excusable delay for which COUNTY and CONTRACTOR agree to negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date shall not be changed.
5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment therefor.
6. COUNTY and CONTRACTOR will negotiate an equitable adjustment of cost for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the work.

CONTRACTOR must submit claims for extension of time in writing to COUNTY for review and approval no later than seven (7) days after the initiation of that delay. In the case of a continuing cause of delay, only one claim is necessary.

COUNTY will grant approval of time extension for delays only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and

then separately track the job costs attributable to changes in the work noted in Article 21. CONTRACTOR'S failure to maintain the daily logs in the manner described above will result in COUNTY'S denial of the claim for time extension.

If CONTRACTOR has requested detail drawings and instructions as noted in Article 9, COUNTY will not approve a request for delay on account of COUNTY'S failure to furnish drawings until two (2) weeks after demand for such drawings.

#### **ARTICLE 7 – EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

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

#### **ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS**

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

#### **ARTICLE 9 – COPIES OF DRAWINGS FURNISHED**

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

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

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

#### **ARTICLE 10 – ORDER OF COMPLETION**

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

#### **ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE**

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

#### **ARTICLE 12 – OWNERSHIP OF DRAWINGS**

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

#### **ARTICLE 13 – CONTRACTOR'S UNDERSTANDING**

CONTRACTOR has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work,

the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of COUNTY, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

#### **ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES**

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

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

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

#### **ARTICLE 15 – ROYALTIES AND PATENTS**

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

#### **ARTICLE 16 – SURVEYS, PERMITS, AND REGULATIONS**

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

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

#### **ARTICLE 17 – PROTECTION OF WORK AND PROPERTY**

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

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

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

#### **ARTICLE 18 – INSPECTION OF WORK**

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

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

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

#### **ARTICLE 19 – SUPERINTENDENCE - SUPERVISION**

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

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

Neither COUNTY nor CONTRACTOR, will employ an employee of the other without consent.

#### **ARTICLE 20 – CHANGES IN THE WORK**

In giving instructions, COUNTY will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless in pursuance of a written order by COUNTY and no claim for an addition to the Contract sum will be valid unless so ordered.

The value of any such extra work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum, itemized and detailed with sufficient substantiating data, as requested by COUNTY, to permit evaluation.
2. By unit prices named in the Contract or subsequently agreed upon.
3. By cost and fixed fee.

If none of the above methods is agreed upon, CONTRACTOR, provided it receives an order as above, will proceed with the work. In such case and also under case (c), it will keep and present in such form as COUNTY may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, COUNTY will certify to the amount, including allowance for overhead and profit, due to CONTRACTOR. Pending final determination of cost, payments on account of changes will be made on COUNTY'S estimate.

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

Overhead Limit: ten percent (10%) of direct cost;

Profit Limit: five percent (5%) of the sum of direct cost and overhead cost.

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

CONTRACTOR'S cost for additional work or changes requested by COUNTY which result in an approved extension of time to the contract will be limited to the cost of the extra work determined in one or more of the three ways described previously in this Article, and the actual wage or salary paid for the on-site job superintendent in direct employ of CONTRACTOR in performance of the work. This amount will be prorated to the actual amount of extra time approved and will only include the direct amount paid to the superintendent plus actual cost of all overhead items applicable to payroll for that position, such as insurance, taxes, FICA, worker's compensation, and unemployment taxes and benefits.

#### **ARTICLE 21 – CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK**

If CONTRACTOR claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give COUNTY written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. The procedure will then be as provided for in Article 20 "Changes in the Work". No such claim will be valid unless so made.

#### **ARTICLE 22 – DEDUCTIONS FOR UNCORRECTED WORK**

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

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

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

#### **ARTICLE 23 – SUSPENSION OF WORK**

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

#### **ARTICLE 24 – COUNTY'S RIGHT TO DO WORK**

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

#### **ARTICLE 25 – COUNTY'S RIGHT TO TERMINATE CONTRACT**

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

CONTRACTOR. If such expense will exceed such unpaid balance, CONTRACTOR will pay the difference to COUNTY. COUNTY will certify the expense incurred by COUNTY as herein provided, and the damage incurred through the CONTRACTOR's default.

#### **ARTICLE 26 – REMOVAL OF EQUIPMENT**

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

#### **ARTICLE 27 – USE OF COMPLETED PORTIONS**

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

#### **ARTICLE 28 – PAYMENTS WITHHELD**

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

1. Defective work not remedied.
2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials, or equipment.
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
5. Damage to another CONTRACTOR.

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

#### **ARTICLE 29 – WARRANTY**

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

#### **ARTICLE 30 – LIENS**

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

#### **ARTICLE 31 – RIGHTS OF VARIOUS INTERESTS**

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

**ARTICLE 32 – SEPARATE CONTRACTS**

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

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

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

**ARTICLE 33 – COUNTY'S STATUS**

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

**ARTICLE 34 – RESERVED**

**ARTICLE 35 – CLEANING UP**

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

**ARTICLE 36 – RESERVED**

**ARTICLE 37 – ARCHAEOLOGICAL FEATURES**

Construction for this project may occur in an archaeological sensitive area. The COUNTY Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, COUNTY, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to Pima County. No monetary compensation will be made to CONTRACTOR for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

**ARTICLE 38 – RESERVED**

**ARTICLE 39 – RESERVED**

**ARTICLE 40 – HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT**

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

If this contract does not otherwise require the services of a Hazardous Materials CONTRACTOR, abatement of such materials will be provided by Pima County, at its expense and independent of this contract.

If this Contract already employs the services of a Hazardous Materials CONTRACTOR, the cost to abate any such additional materials will be added to the contract as Additional Services, in accordance with the provisions of Article 21 "Claims for Cost of Additional Work", and time extensions granted in accordance with the provisions of Article 6 "Delays".

**ARTICLE 41 – WASTE DISPOSAL FACILITIES**

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

**ARTICLE 42 – AS-BUILT DRAWINGS**

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

**ARTICLE 43 – RESERVED**

**END EXHIBIT "B" - GENERAL CONDITIONS**



**EXHIBIT "C" (11 pages)**  
**SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT**

**ARTICLE 1 – OVERVIEW AND DEFINITIONS**

- A. Overview of Job Order Contracting Arrangement – This Agreement establishes a Multiple-Award, indefinite quantity, job order contracting Arrangement for such construction services within the scope of this Agreement as COUNTY may request from time to time by issuance of an individual Job Order Contract for each Project.

The Contract Price for each Job Order shall not exceed \$125,000.00, including any Change Orders.

There is no limit on the number of Job Orders COUNTY may issue to any CONTRACTOR during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

Generally, a CONTRACTOR may not refuse to quote any Job Order under this Agreement properly issued by COUNTY, unless CONTRACTOR can legitimately claim the scope of work is poorly defined, hazardous to health or safety, outside the bounds of the intended use of this Agreement, or the CONTRACTOR does not have the capacity to accept the Job Order and begin work in a timely manner.

COUNTY shall have the right to perform work of the types included in this Agreement itself or to have other contractors perform such work.

- B. Definitions – The following terms will have the following meanings when used in the Agreement. Other terms may be defined elsewhere in the Documents. Terms not defined in the Agreement shall have their ordinary meaning within the usage of the trade. The presence or absence of initial capitals does not indicate a change in meaning.

**"Alternatives Analysis"** means assessment of alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets COUNTY requirements.

**"Contract Price"** means the price to be paid for the Work (and for Pre-Construction Services, if any) as specified in the Job Order. The Contract Price shall be a fixed, lump sum price, or a Not-to-Exceed Guaranteed Maximum Price, based on the CONTRACTOR'S accepted quotation.

**"Contract Time"** means the time for performance of the Work under a Job Order as specified in the Job Order commencing with the Start Date and ending with Final Completion Date set forth in the Job Order, as modified.

**"Critical Path Method (CPM)"** is a scheduling technique which identifies the logical sequence of the activities occurring in a construction project, the anticipated time required to complete each activity in the project, and the activities that must be completed on schedule to finish the project within the anticipated time. Typically, activities are arrayed in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

**"Critical Path"** means that sequence of dependent activities in a project that will take the longest time to complete. Any delay in the completion of any of these activities may extend the Substantial Completion date.

**"Day"** means calendar day unless specifically provided otherwise or required by law.

**"Design Professional (DP)"** means, as to a Job Order, the person, if any, who will perform Design Services relating to the Work under the Job Order and who is designated as the Design Professional in the Job Order.

**"Drawings and Specifications"** means, as to a Job Order, the drawings and specifications, if any, attached to the Job Order and specifications included in the Job Order Contract Documents. The Drawings and

Specifications set forth the requirements for construction of the Project. Where there are no drawings and specifications for the Work prepared by a Design Professional, COUNTY will deliver to the CONTRACTOR line drawings and/or a written description of the Work and, in each such case, the line drawings and/or the written description shall be deemed the drawings for the Work for that Job Order for all purposes.

**"Final Completion Date"** means, as to a Job Order, the date by which CONTRACTOR shall have completed all Work under a Job Order, including, without limitation, all deficiency, correction and incomplete items (Punch List).

**"Job Order"** means the Contract for a Project executed by COUNTY under this Agreement, as it may be modified by Change Orders, if any, relating to the Project under the Job Order.

**"Minor Change"** means a change in the Work having no impact on cost or time or the COUNTY'S approved design intent, as determined by COUNTY.

**"Notice to Proceed"** means written notice given by COUNTY to the CONTRACTOR fixing the date on which the CONTRACTOR will start to perform the Work under that Job Order. The start date will be the Start Date stated in the Job Order.

**"Plans and Specifications"** means the plans and specifications upon which the Job Order's price proposal is based.

**"Pre-Construction Services"** means the performance under a Job Order requiring such services of alternatives analysis, cost or schedule estimating, value engineering, constructability or other design reviews or consultation in the review of a COUNTY or third-party design prepared by a COUNTY-provided design professional.

**"Project"** means each project of COUNTY as to which some or all of the work is to be performed under a Job Order.

**"Qualifications/Proposals Documents"** means the Solicitation for Qualifications issued by COUNTY for this Job Order Contract, all Addenda thereto, and all information and documents submitted by CONTRACTOR relating thereto including, without limitation, CONTRACTOR'S submission of formal sealed qualifications, and also including, without limitation, the subcontractor management plan submitted by the CONTRACTOR. It also includes all other qualifications/proposals documents: that is all documents and materials delivered by COUNTY to CONTRACTOR in connection with CONTRACTOR'S submission of qualifications and submission of a proposal for the contract.

**"Sales Taxes"** - Sales taxes are deemed to include all sales, use, excise, consumer, franchise, and other taxes which are legally enacted when negotiations of a Job Order Contract Price are concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

**"Schedule of Values (SOV)"** A spreadsheet with estimated costs organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CONTRACTOR'S construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable. The SOV may be output from the Project Schedule if the Project Schedule is cost-loaded.

**"Start Date"** means, as to a Job Order, the date specified in the Notice to Proceed for that Job Order for CONTRACTOR to begin the Work.

**"Subcontractor"** means a subcontractor of the CONTRACTOR for any of the Work included in a Job Order or any subcontractor at any tier of such a subcontractor.

**"Substantial Completion"** means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that COUNTY can occupy and use the Project or a portion thereof for its intended purposes. The conditions of Substantial Completion that apply to a specific Job Order will be listed in the Notice to Proceed Letter for that Job Order.

**"Supplier"** means a person providing materials, supplies or equipment to be included in the Work to CONTRACTOR or any Subcontractor.

**"Technical Specifications"** means the general provisions and the detailed specifications prescribed by COUNTY describing the materials and performance required for each individual Job Order.

**"Work"** and **"Work (Construction)"** mean all labor, materials, supplies, tools, equipment, transportation, site cleanup, storage and disposal of construction debris, supervision, management, overhead and profit, bonds, insurance, licenses and permits, taxes, intellectual property royalty and license fees, all other activities and items required to perform the Work under a Job Order as described in the Scope of Work in the Job Order. Work does not include Pre-Construction Services in connection with a Job Order.

## **ARTICLE 2 – JOB ORDER DEVELOPMENT**

The steps for development of a Job Order and Quotation will generally be the following:

1. For Projects estimated under \$20,000.00, COUNTY will notify the selected CONTRACTOR of a new Project and may or may not schedule a site visit to explain and discuss the project. Design documents, if any, will be provided to the CONTRACTOR by the time of the site visit. Once the parties agree on the scope of the project, COUNTY will memorialize the agreement in a Job Order and deliver it to CONTRACTOR who shall have five (5) working days, unless a shorter period is specified in the Job Order, to commence construction. Unless otherwise specified by COUNTY, issuance of the Job Order shall constitute Notice to Proceed.
2. For Projects estimated between \$20,000.00 and \$125,000.00 the COUNTY will notify all Job Order Contractors under contract to COUNTY. The request shall advise all CONTRACTORS of the nature of the Work to be done and include the selection criteria and methodologies COUNTY will use to make the "best value" decision. Criteria could include lowest bid, lowest bid meeting schedule, best cost alternative(s), etc. The request letter may also include an estimate of the total dollars the COUNTY has budgeted for the Job. CONTRACTOR shall be provided an opportunity to ask questions, seek clarification and/or inspect the site, if requested. Alternatively, the COUNTY may identify in the request the date and time for a meeting or site visit to explain and discuss the Work and further refine the scope of the project. Design documents, if any, may be provided in advance or at the meeting or site visit.
3. Upon establishment of the scope of the needed Project, each CONTRACTOR interested in performing the Job Order shall prepare its proposal for accomplishment of the Project utilizing the CONTRACTOR'S best estimating practices to develop a fixed, lump sum or not-to-exceed Guaranteed Maximum Contract Price to complete the Work, including any additional Pre-Construction Services (if necessary). See Article 3 for a description of required proposal items. The time for submittal of proposals for individual Projects shall not exceed seven (7) working days unless approved by the COUNTY.
4. COUNTY shall review each CONTRACTOR'S proposal and may either accept the proposals or negotiate modifications to the proposals until such time the COUNTY is satisfied with each of the proposals. Such negotiations shall be limited to value alternatives of costs less than 20% of the original quotation price. Scope modifications or value alternatives that are equal to or greater than 20% shall require COUNTY to modify the original request and rebid to the benefit of all interested CONTRACTORS under this Contract.
5. The Job Order will then be issued by COUNTY to the Job Order Contractor that submitted the best quotation (including schedule and/or value engineering alternatives), as measured by the criteria in the request for quotation. Past performance on earlier Job Orders, including past performance on cost or price control, may be used to determine award of future Job Orders.

6. Upon issuance of each Job Order by COUNTY, the Job Order Contract will be binding upon the CONTRACTOR and COUNTY. A Job Order is considered "issued" when delivered to the CONTRACTOR or sent by facsimile copy, in which case the Job Order will be "issued" when sent to CONTRACTOR'S fax number and COUNTY'S fax machine prints an acknowledgement of receipt or COUNTY.

### **ARTICLE 3 – JOB ORDER PROPOSAL CONTENT**

Although specific Job Orders will vary, the content of Job Order proposals provided by each CONTRACTOR under this contract will generally include the following:

1. The description of the Scope of the Work;
2. The duration of the work, including CPM schedule (if required);
3. The Contract Price for Work (Construction), including prices for various proposed alternatives;
4. The Contract Price of Pre-Construction Services by CONTRACTOR (if any);
5. The name of the CONTRACTOR Representative for the Project;
6. The Drawings and Specifications (if any) used to prepare the quotation;
7. Any assumptions or exclusions that qualify the CONTRACTOR'S price, including how many days the proposal is valid for;
8. A risk analysis of the project that identifies potential risks to the cost or schedule, or other items which the Owner may need to be informed of that will impact a successful outcome;
9. If any Shop Drawings, Product Data and/or Samples are required for the Job Order, the date for delivery of each required item;
10. A statement of which, if any, of the following are required: Preconstruction Conference, Weekly Progress Meetings, Field Office, Storage Enclosure, Materials and Equipment Handling Facility, Submittals, Shop Drawings, Product Data, Equipment List, Samples, Project Manual, Schedule of Values, Construction Progress Schedule, Narrative Reports, Progress Report, Progress Charts, Progress Photographs, Materials Status Report, Construction Diagram, Construction Status Report, Operation and Maintenance Data, Operating Maintenance Instructions and Parts List, and As-Built Drawings.

Each Job Order will be interpreted to include all items reasonably necessary to complete the Project as described in the Scope of the Work of the Job Order. All Work shall be performed in a professional manner and all materials used shall be new, of the highest quality and of the type best adapted to their purpose, unless otherwise specified.

### **ARTICLE 4 – JOB ORDER NEGOTIATION**

- A. Job Order Pricing – The Contract Price shall include all costs, including overhead, pre-construction, mobilization, indirect costs, etc., incidental to performing the work and completing the job order and with the exception of any changes in the scope of work as directed by the Owner as defined by ARTICLE 6, no additional payments will be made.
- B. Pre-Construction Services (if any) – If CONTRACTOR is providing Pre-Construction Services, the proposal must be supported by documentation to establish that adequate involvement by CONTRACTOR in the planning, engineering and design work will be performed to satisfy the requirements of the project. Required services may include (but are not limited to) constructability reviews, materials recommendations, alternatives analysis, development of cost and schedule estimates and tradeoffs, and similar services.

## **ARTICLE 5 – JOB ORDER MANAGEMENT**

A. Planning, Scheduling, Monitoring – Planning, scheduling and progress monitoring are essential functions of CONTRACTOR. If required by the Job Order, after the issuance of the Job Order CONTRACTOR shall prepare and submit to COUNTY a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The format of the Schedule of Values shall be as specified by COUNTY. In addition, if required by the Job Order, CONTRACTOR shall submit a CPM-based Construction Schedule that shall be maintained and updated for the duration of the project.

1. Project Management

CONTRACTOR shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work under each Job Order with such diligence as to maintain a steady rate of progress or, if there is a Construction Progress Schedule, the rate of progress indicated on the Construction Progress Schedule, to prevent work stoppage, and to ensure completion of the Project under each Job Order within the Contract Time.

2. Daily Log

CONTRACTOR shall maintain a Daily Log of construction activities using a form approved by COUNTY. CONTRACTOR shall include in the log all significant issues or problems affecting progress and completion of any Job Order.

If required in a Job Order, CONTRACTOR shall provide copies of the entries in the Daily Log to COUNTY no later than the morning of the next business day. The Daily Log does not constitute written notice to the COUNTY when such notice is required by the Contract.

3. Progress Schedule and Float

If CONTRACTOR submits an original or updated schedule which shows the Work under a Job Order and/or individual milestone(s) completing earlier than required by the adjusted Final Completion Date in the Job Order, the differences between the forecasted early completion and the required Final Completion Date shall be considered Project-owned float available for use by both COUNTY and CONTRACTOR.

B. Reporting

1. Monthly Reporting

If required by the Job Order, on the last business day of each calendar month, CONTRACTOR will deliver to the COUNTY a Monthly Narrative Report. The Report shall include a description of all current, issued, and in process Job Orders, the status of each and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action(s) taken or proposed.

The Report shall include for each job order the Start Date, the Final Completion Date, and, for Job Orders with more than sixty (60) days between such dates, either (A) the current Progress Schedule for the Project, or (B) the date by which CONTRACTOR is to submit a proposed Progress Schedule for approval by COUNTY.

If the Project under any Job Order is behind schedule in any month, CONTRACTOR'S Narrative Report shall indicate precisely what measures it will take in the next thirty days to put the Work back on schedule.

If requested by COUNTY, CONTRACTOR shall meet with COUNTY to review the monthly Update Report and to discuss any issues.

## 2. Contractor Responsibility

To the extent required in the Job Order for the Project, CONTRACTOR shall be responsible to prepare, submit and maintain the daily log, CPM schedules and Narrative Reports indicated above; failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain logs, schedules reports shall be solely CONTRACTOR'S responsibility and shall not be charged to COUNTY.

### ARTICLE 6 – CHANGES AND CHANGED CONDITIONS

- A. Owner Directed Changes in the Scope of Work – By written directive at any time, COUNTY may make any changes within the general scope of the Work under a Job Order or issue additional instructions, require additional or modified Work or direct deletion of Work. CONTRACTOR shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the COUNTY in the form of a completed and executed Change Order. If CONTRACTOR proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this article, CONTRACTOR waives all rights or claims CONTRACTOR may have as a result of the change. The COUNTY'S right to make changes shall not invalidate the Agreement or Job Order Contract Documents or relieve CONTRACTOR of any liability. Any requirement of notice of change to the Surety shall be the responsibility of CONTRACTOR.

### ARTICLE 7 – DELAYS AND TIME EXTENSIONS

- A. Demonstration of Delay – It is agreed that no time extensions shall be granted nor delay damages paid by COUNTY unless the delay can be clearly demonstrated by CONTRACTOR on the basis of the updated Critical Path Schedule, cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of the Work or other reasonable means.
- B. Application of Float – Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Final Completion Date. Since float time within the construction schedule is jointly owned, it is acknowledged that COUNTY-caused delays on the Project may be offset by COUNTY-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.).
- C. In such an event, CONTRACTOR shall not be entitled to receive a time extension or delay damages until all COUNTY-caused time savings are exceeded and the Final Completion Date or milestone date is also exceeded

### ARTICLE 8 – PERFORMANCE MEASUREMENT

- A. Performance Assessment – Promptly after final completion of the Work under each Job Order, COUNTY will complete a written evaluation of CONTRACTOR'S performance of the Work. The evaluation shall consist of completion by COUNTY of the Performance Quality Evaluation Form attached as **Attachment "1"** to these **SPECIAL CONDITIONS**.
- B. Feedback – The completed Performance Evaluation will be shared with CONTRACTOR as a means of providing feedback regarding CONTRACTOR'S cost, schedule and quality performance. CONTRACTOR may submit additional information, comment, recommendations or rebuttal for association with the Performance Evaluation.
- C. Comparative Assessment – CONTRACTOR's cost, schedule and quality performance of Job Orders under this Contract will be compared periodically to the performance of other like-situated Contractors. The results of these comparisons will be provided to CONTRACTOR.

CONTRACTOR understands that these assessments will necessarily involve significant subjectivity. CONTRACTOR agrees to this process and agrees further that the application of subjectivity in these assessments shall not form the basis for any claim or cause of action of any form whatsoever.

- D. Consideration of Renewal – CONTRACTOR'S record of cost, schedule and quality performance and comparative assessments shall be significant considerations in the COUNTY'S determination whether to renew CONTRACTOR'S participation in the Agreement. CONTRACTOR agrees that any determination by COUNTY not to renew its participation based on performance will be at the sole discretion of COUNTY.

#### **ARTICLE 9 – SUBCONTRACTORS**

- A. Subcontractor Selection – CONTRACTOR will select Subcontractors in accordance with the Subcontractor Selection Plan incorporated into this Contract by reference.
- B. Subcontracts
1. CONTRACTOR agrees to deliver to each Subcontractor and to cause each Subcontractor to deliver to each sub-subcontractor a copy of this Agreement and the Job Order Contract Documents relating to the Work of the Subcontractor or sub-subcontractor. CONTRACTOR agrees to include in its contract with each Subcontractor all provisions of the Agreement and Job Order documents required to be included in those contracts and to cause its Subcontractors to include the same provisions in their contracts with their sub-subcontractors at all tiers.
  2. Each Subcontract, or other Agreement, with any subcontractor for any job order shall include the address or location of the work.
- C. Assignment Upon Termination – CONTRACTOR hereby assigns to COUNTY (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by CONTRACTOR for performance of any part of the Work under each Job Order, which assignment will be effective upon termination of the Contract by the COUNTY and only as to those subcontracts and purchase orders which the COUNTY assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by CONTRACTOR to the COUNTY and its assigns. Such assignment is part of the consideration to COUNTY for entering into the Contract with CONTRACTOR and may not be withdrawn prior to final completion of the Work under each Job Order.

#### **ARTICLE 10 – TERMINATION FOR CAUSE**

Anything in the Contract Documents to the contrary notwithstanding, any termination of this Agreement shall automatically terminate all Job Orders as to which the Work is not complete, except that upon any termination of this Contract, COUNTY may elect by written notification to CONTRACTOR to continue in effect any or all then uncompleted Job Orders in which event this Agreement shall continue in effect as to each continued Job Order and shall terminate upon completion of the last such Job Order.

Anything in the Agreement to the contrary notwithstanding, (i) all indemnification provisions, reimbursement provisions and payment provisions shall survive termination of this Agreement under this Article and shall continue in effect indefinitely without termination, and (ii) all guarantee and warranty provisions and all provisions in the Agreement Documents requiring CONTRACTOR to correct any Work not in accordance with the relevant Job Order Documents shall not terminate upon termination of this Agreement and shall continue in effect thereafter in accordance with the terms of each such provision.

- A. Cause for Termination – In addition to the termination rights of the COUNTY in **ARTICLE 17 – TERMINATION OF CONTRACT FOR DEFAULT** of the Agreement between COUNTY and CONTRACTOR, the COUNTY may terminate any or all Job Orders and/or the overall Job Order Agreement at the election of COUNTY, upon the occurrence of any one or more of the following events:
1. If CONTRACTOR refuses or fails to prosecute the Work under any Job Order with such diligence as will ensure its completion within the Contract Time for that Job Order; or if the Contractor fails to complete the Work under any Job Order within the Contract Time for that Job Order;

2. If CONTRACTOR or any of its key Subcontractors under any Job Order is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if CONTRACTOR or any of its key Subcontractors under any Job Order or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning CONTRACTOR or any of its key Subcontractors under any Job Order, or if a trustee or receiver is appointed for CONTRACTOR or any of its key Subcontractors under any Job Order or for any of CONTRACTOR'S property on account of CONTRACTOR or a key Subcontractor under any Job Order, and, in each case, CONTRACTOR or its successor in interest or its respective key Subcontractor under any Job Order does not provide reasonably adequate assurance of future performance in accordance with the Contract Documents within 10 days after receipt of a request for assurance from the COUNTY;
3. If CONTRACTOR persistently fails to supply sufficient skilled workmen or suitable materials or equipment for the Work under any Job Order;
4. If, as to any Job Order, CONTRACTOR fails to make prompt payments to Subcontractors or Suppliers at any tier, or for labor, materials or equipment;
5. If CONTRACTOR fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;
6. If, as to any Job Order, CONTRACTOR fails to follow any reasonable instructions by the COUNTY, which are consistent with the Construction Documents;
7. If, as to any Job Order, CONTRACTOR performs Work which deviates from the Job Order Documents and neglects or refuses to correct rejected Work; or
8. If, as to any Job Order, Contractor otherwise violates in any material way any provisions or requirements of this Agreement or any Job Order Contract Documents.

B. Notice and Cure Period – If COUNTY determines that one or more events of default described in **Article 10(A)** has occurred, the COUNTY may elect to terminate any or all Job Orders and/or terminate CONTRACTOR'S participation in the overall Agreement. To do this, the COUNTY must first give CONTRACTOR and its Surety written notice of the events of default ("**Notice of Default**") and allow CONTRACTOR and its Surety ten (10) calendar days to cure the events of default. If the events of default are not cured within the ten (10) calendar days, COUNTY may terminate any or all Job Orders and/or terminate CONTRACTOR'S participation in the overall Agreement by written notice to Contractor and its Surety.

C. Completion of Terminated Work

1. If any Job Order or participation in the Agreement is terminated, COUNTY may take over the Work under terminated Job Orders and prosecute them to completion, by contract or otherwise, and may exclude CONTRACTOR from the sites. The COUNTY may take possession of the Work under the terminated Job Orders and of all of CONTRACTOR's tools, appliances, construction equipment, machinery, supplies and plant which may be on the site of the Work for each terminated Job Order, and use the same to the full extent they could be used by CONTRACTOR, all without liability to CONTRACTOR.

In exercising the COUNTY'S right to prosecute the completion of the Work, the COUNTY may also take possession of all materials and equipment stored at the site or for which the COUNTY has paid CONTRACTOR but which are stored elsewhere. The COUNTY may use the foregoing items to finish the Work as the COUNTY deems expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

2. If any Job Order is terminated, the COUNTY may demand that CONTRACTOR's surety take over and complete the Work under the Job Order. The COUNTY may require that in so doing, the CONTRACTOR's surety not utilize CONTRACTOR in performing the Work. Upon the failure or refusal of CONTRACTOR's surety to take over and begin completion of the Work within 20 days after the demand, the COUNTY may take over the Work and prosecute it to completion as provided above.



3. As to any terminated Job Order, COUNTY shall have the option of requiring any, all or none of the Subcontractors and Sub-subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.
4. If COUNTY takes over the Work under any terminated Job Order, unexecuted orders entered into by CONTRACTOR for performance of any part of the Work will be effective upon acceptance by COUNTY in writing and only as to those subcontracts and purchase orders which the COUNTY designates in writing.

**D. Payment for Terminated Work**

1. If, as to any terminated Job Order, the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work and all COUNTY damages including, without limitation, liquidated damages and compensation for additional professional and CONTRACTOR services ("**COUNTY'S Termination Costs**"), such excess shall be used to pay CONTRACTOR for the Work it performed and for which CONTRACTOR has not been paid previously and the amount shall be determined using the Tasks, Unit Prices, Coefficients, and Other Tasks and Other Prices included in the Job Order. If, as to any terminated Job Order, the COUNTY'S Termination Costs exceed the unpaid balance of the Contract Price, CONTRACTOR shall immediately upon demand pay the difference to the COUNTY or the COUNTY may set off the amount against any other amounts owing to CONTRACTOR for any cause whatsoever, whether current or future. In exercising the COUNTY'S right to prosecute the completion of the Work under any terminated Job Order, the COUNTY shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs to be incurred in completing the Work, and the COUNTY shall not be required to obtain the lowest figure for Work performed in completing the Project. If the COUNTY holds a competitive procurement for remedial Work or completion of the Work under a terminated Job Order, CONTRACTOR shall not be eligible for the award of such contracts.
2. CONTRACTOR shall be liable for any damage to the COUNTY resulting from the termination or from CONTRACTOR'S refusal or failure to complete the Work under any terminated Job Order and for all costs necessary for repair and completion of the Project under each terminated Job Order over and beyond the Contract Price. CONTRACTOR shall be liable for all legal fees and costs required to enforce the provisions of the Agreement and/or Job Order Documents.

**E. Nonexclusive Remedies** – In the event any Job Order or CONTRACTOR'S participation in the Agreement is terminated, the termination shall not affect any other rights of the COUNTY against CONTRACTOR. The rights and remedies of COUNTY under this **Article 10** are in addition to any other rights and remedies provided by law or under the Agreement or Job Order Contract Documents. Any retention or payment of monies to CONTRACTOR by COUNTY will not release CONTRACTOR from liability.

**F. Erroneous Termination for Cause** – If any Job Order or participation in the overall Agreement is terminated under this **Article 10**, and it is determined for any reason that there was no default under **Article 10**, the termination shall be deemed a Termination for Convenience of the COUNTY.

**ARTICLE 11 – TERMINATION FOR CONVENIENCE OF THE COUNTY**

The COUNTY, by written notice to CONTRACTOR, may terminate any Job Order or the overall Agreement in whole or in part if sufficient appropriated or other funds are not available or the COUNTY determines, in the sole discretion of the COUNTY, that such termination is in the COUNTY'S best interest. In such case, CONTRACTOR shall be paid for all Work under each Job Order for which CONTRACTOR has not been paid previously. CONTRACTOR shall also be paid reasonable termination expenses. In no event shall such payments as to any Job Order, exclusive of termination expenses, exceed the total Contract Price for the Job Order as reduced by payments previously made to CONTRACTOR and as further reduced by the value of the Work as yet not completed. Since profit and overhead are built into the Contract Price for each Job Order, CONTRACTOR shall not be entitled any additional profit or overhead on Work performed and in addition, CONTRACTOR shall not be entitled to any profit or overhead on Work not performed.

**END OF SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT**

# ATTACHMENT 1 TO EXHIBIT "C" (2 pages) PERFORMANCE EVALUATION FORM

**FOR OFFICIAL USE ONLY (WHEN COMPLETED)**

<b>PERFORMANCE EVALUATION (CONSTRUCTION)</b>		1. CONTRACT NUMBER							
		2. CEC NUMBER							
<b>IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse.</b>									
<b>PART I - GENERAL CONTRACT DATA</b>									
3. TYPE OF EVALUATION (X one)		4. TERMINATED FOR DEFAULT							
<input type="checkbox"/> INTERIM (List percentage %) <input type="checkbox"/> FINAL <input type="checkbox"/> AMENDED		<input type="checkbox"/>							
5. CONTRACTOR (Name, Address, and ZIP Code)		6. a. PROCUREMENT METHOD (X one)							
		<input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED b. TYPE OF CONTRACT (X one) <input type="checkbox"/> FIRM FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER (Specify)							
7. DESCRIPTION AND LOCATION OF WORK									
8. TYPE AND PERCENT OF SUBCONTRACTING									
9. FISCAL DATA	a. AMOUNT OF BASIC CONTRACT \$	b. TOTAL AMOUNT OF MODIFICATIONS \$	c. LIQUIDATED DAMAGES ASSESSED \$	d. NET AMOUNT PAID CONTRACTOR \$					
10. SIGNIFICANT DATES	b. DATE OF AWARD	b. ORIGINAL CONTRACT COMPLETION DATE	c. REVISED CONTRACT COMPLETION DATE	d. DATE WORK ACCEPTED					
<b>PART II - PERFORMANCE EVALUATION OF CONTRACTOR</b>									
11. OVERALL RATING (X appropriate block)									
<input type="checkbox"/>	OUTSTANDING	<input type="checkbox"/>	ABOVE AVERAGE	<input type="checkbox"/>	SATISFACTORY	<input type="checkbox"/>	MARGINAL	<input type="checkbox"/>	UNSATISFACTORY (Explain in Item 20 on reverse)
12. EVALUATED BY									
a. ORGANIZATION (Name and Address (include ZIP Code))			b. TELEPHONE NUMBER (include Area Code)						
c. NAME AND TITLE		d. SIGNATURE		e. DATE					
13. EVALUATION REVIEWED BY									
a. ORGANIZATION (Name and Address (include ZIP Code))			b. TELEPHONE NUMBER (include Area Code)						
c. NAME AND TITLE		d. SIGNATURE		e. DATE					
14. AGENCY USE (Distribution, etc.)									

**FOR OFFICIAL USE ONLY (WHEN COMPLETED)**

**PART III - EVALUATION OF PERFORMANCE ELEMENTS**

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY												
16. QUALITY CONTROL						18. EFFECTIVENESS OF MANAGEMENT						
N/A	O	A	S	M	U	N/A	O	A	S	M	U	
a. QUALITY OF WORKMANSHIP						a. COOPERATION AND RESPONSIVENESS						
b. ADEQUACY OF THE QCC PLAN						b. MANAGEMENT OF RESOURCES/ PERSONNEL						
c. IMPLEMENTATION OF THE QCC PLAN						c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)						
d. QUALITY OF QC DOCUMENTATION						d. ADEQUACY OF SITE CLEAN-UP						
e. STORAGE OF MATERIALS						e. EFFECTIVENESS OF JOB-SITE SUPERVISION						
f. ADEQUACY OF MATERIALS						f. COMPLIANCE WITH LAWS AND REGULATIONS						
g. ADEQUACY OF SUBMITTALS						g. PROFESSIONAL CONDUCT						
h. ADEQUACY OF QC TESTING						h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES						
i. ADEQUACY OF AS-BUILTS						i. IMPLEMENTATION OF SUBCONTRACTING PLAN						
j. USE OF SPECIFIED MATERIALS												
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER												
<b>17. TIMELY PERFORMANCE</b>						<b>18. COMPLIANCE WITH LABOR STANDARDS</b>						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE						a. CORRECTION OF NOTED DEFICIENCIES						
b. ADHERENCE TO APPROVED SCHEDULE						b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED						
c. RESOLUTION OF DELAYS						c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND BEO REQUIREMENTS						
d. SUBMISSION OF REQUIRED DOCUMENTATION												
e. COMPLETION OF PUNCHLIST ITEMS						<b>19. COMPLIANCE WITH SAFETY STANDARDS</b>						
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES						a. ADEQUACY OF SAFETY PLAN						
g. WARRANTY RESPONSE						b. IMPLEMENTATION OF SAFETY PLAN						
						c. CORRECTION OF NOTED DEFICIENCIES						
<b>20. REMARKS</b> (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)												

DD FORM 2628 (BACK), JUN 94

END OF ATTACHMENT 1 TO EXHIBIT "C" - PERFORMANCE EVALUATION FORM

END EXHIBIT "C" - SPECIAL CONDITIONS

**EXHIBIT "D" (3 pages)**  
**SUPPLEMENTAL PROVISIONS FOR FEDERAL AID**  
**CONSTRUCTION CONTRACTS**

These provisions apply only to work subject to Federal-Aid. A copy of this Exhibit "D" and a current Wage Determination shall be attached to the Job Order for any federally funded project. Current wage determinations may be found at <http://www.wdol.gov/dba.aspx>

**ARTICLE 1 – DAVIS BACON ACT WAGE DETERMINATION**

CONTRACTOR shall pay wages in accordance with the most current Davis Bacon rates in effect in Pima County, Arizona at the time the Job Order is negotiated. CONTRACTOR shall provide to COUNTY at the time of Job Order negotiation, an adjustment to each of the unit prices for the line items that require payment Davis-Bacon wages. CONTRACTOR shall include a copy of the most recent Davis-Bacon Wage Determination in their proposal for incorporation into the Job Order's terms and conditions. The most current Davis-Bacon Act Wage Determinations may be found online at <http://www.wdol.gov/dba.aspx>

**ARTICLE 2 – SUBCONTRACTORS**

In addition to the requirements set forth in Article 10 of the Master Agreement, CONTRACTOR shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

**ARTICLE 3 – OWNERSHIP OF DOCUMENTS**

In addition to the requirements set forth in Article 23 of the Master Agreement, The Granting Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement or any subcontract; and (b) Any rights of copyright to which CONTRACTOR or COUNTY acquires ownership under this Agreement.

**ARTICLE 4 – BOOKS AND RECORDS**

In addition to the requirements set forth in Article 24 of the Master Agreement, CONTRACTOR shall also keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by the Granting Agency and the Comptroller General of the United States.

**ARTICLE 5 – CHANGED CONDITIONS**

- (1) Differing site conditions.
  - (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

- (ii) Upon written notification, COUNTY will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. COUNTY will notify CONTRACTOR of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to CONTRACTOR will be allowed unless CONTRACTOR has provided the required written notice.
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) Suspensions of work ordered by COUNTY.

- (i) If the performance of all or any portion of the work is suspended or delayed by COUNTY in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and CONTRACTOR believes that additional compensation and/or contract time is due as a result of such suspension or delay, CONTRACTOR shall submit to COUNTY in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (ii) Upon receipt, COUNTY will evaluate CONTRACTOR'S request. If COUNTY agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of CONTRACTOR, its suppliers, or subcontractors at any approved tier, and not caused by weather, COUNTY will make an adjustment (excluding profit) and modify the contract in writing accordingly. CONTRACTOR will be notified of COUNTY'S determination whether or not an adjustment of the Contract is warranted.
- (iii) No contract adjustment will be allowed unless CONTRACTOR has submitted the request for adjustment within the time prescribed.
- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

(3) Significant changes in the character of work.

- (i) COUNTY reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and CONTRACTOR agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against CONTRACTOR in such amount as COUNTY may determine to be fair and equitable.

- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
  - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - (B) When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**END EXHIBIT "D" - SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/15/17

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>THE MAHONEY GROUP - TUCSON</b> 5330 N. La Cholla Blvd Tucson, AZ 85741-3815 Jonathan O. DeBake, CIC	<b>Phone: 520-795-8511</b> <b>Fax: 520-795-8542</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>Gilbert Electric Company, Inc.</b> <b>Attn: John</b> <b>1760 E. Pace Court</b> <b>Tucson, AZ 85719</b>	<b>INSURER A : Cincinnati Insurance Company</b>		<b>10677</b>
	<b>INSURER B : CopperPoint Western Insurance</b>		<b>13209</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	EPP0046960	11/01/16	11/01/17	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X X	EBA0046960	11/01/16	11/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				\$
A	UMBRELLA LIAB	X	EPP0046960	11/01/16	11/01/17	EACH OCCURRENCE \$ 4,000,000
	EXCESS LIAB					AGGREGATE \$ 4,000,000
	CLAIMS-MADE					\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	1015835	01/01/17	01/01/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Job Order Master Agreement No. MA-PO-18-051, Electrical Contracting Services  
 Attached is TMG summary & forms #GA233AZ (09/09), GA4316AZ (09/09), #GA4094 (10/D1), #AA4171 (11/05), #AA4174 (11/05), AA4172 (09/09), WC000313 (04/84)

**CERTIFICATE HOLDER****CANCELLATION**

PIMAC-1

Pima County  
 Attn: Design & Construction  
 130 W Congress St. 3rd Floor  
 Tucson, AZ 85701

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

AUTHORIZED REPRESENTATIVE

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NAMED INSURED : GILBERT ELECTRIC COMPANY, INC.

**AVAILABILITY AND INCLUSION OF MODIFYING ENDORSEMENTS**

INSURANCE COMPANY <b>Cincinnati Insurance Co.</b>	GENERAL LIABILITY POLICY # <b>EPP0046960</b>	POLICY TERM <b>11/01/16-11/01/17</b>
<b>Type of Modification</b>	<b>Form #</b>	<b>Status</b>
Additional Insured	GA233AZ 09/09 Page 10 of 14  GA4316(AZ (09/09))	Blanket by written contract prior to commencement of work. (The written contract is the trigger for the entities that will be included.)
Primary/Non-contributory Wording for Additional Insured	GA4094 10/01	Blanket by written contract prior to commencement of work. (The written contract is the trigger for the entities that will be included.)
Per Project Aggregate		Included
Waiver of Subrogation	GA233AZ 09/09 Page 10 of 14	Blanket by written contract prior to commencement of work. (The written contract is the trigger for the entities that will be included.)
INSURANCE COMPANY <b>Cincinnati Insurance Co.</b>	AUTO LIABILITY POLICY # <b>EBA0046960</b>	POLICY TERM <b>11/01/16-11/01/17</b>
<b>Type of Modification</b>	<b>Form #</b>	<b>Status</b>
Additional Insured	AA4171 (11/05)	Blanket by written contract prior to commencement of work. (The written contract is the trigger for the entities that will be included.)
Primary/Non-contributory Wording for Additional Insured	AA4174 (11/05)	Blanket by written contract prior to commencement of work. (The written contract is the trigger for the entities that will be included.)
Waiver of Subrogation	AA4172 (09/09)	Blanket by written contract prior to commencement of work. (The written contract is the trigger for the entities that will be included.)
INSURANCE COMPANY <b>CopperPoint Western Ins. Co</b>	WORKERS COMP POLICY # <b>10115835</b>	POLICY TERM <b>01/01/17-01/01/18</b>
<b>Type of Modification</b>	<b>Form #</b>	<b>Status</b>
Waiver of Subrogation	WC000313 (04/84)	Blanket by written contract prior to commencement of work. (The written contract is the trigger for the entities that will be included.)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY / NONCONTRIBUTORY AMENDMENT OF  
CONDITIONS FOR DESIGNATED ADDITIONAL  
INSUREDS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Name of Person or Organization (Additional Insured):**

Any Entity as required by written contract per certificates on file with the carrier

With respect to insurance provided the additional insured shown in the Schedule, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following:

**5. Other Insurance**

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

Where required by a written contract, this insurance is primary and noncontributory as respects any other insurance policy issued to the additional insured. Otherwise, **b.** below applies.

**b. Excess Insurance**

This insurance is excess over any of the other insurance available to the additional insured whether primary, excess, contingent or on any other basis.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. 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.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage .....	2
2. Unintentional Failure to Disclose Hazards .....	7
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4. Supplementary Payments .....	9
5. Medical Payments.....	9
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7. 180 Day Coverage for Newly Formed or Acquired Organizations .....	10
8. Waiver of Subrogation .....	10
9. Automatic Additional Insured - Specified Relationships: .....	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
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11. Property Damage to Borrowed Equipment .....	13
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• Nurses;	
• Emergency Medical Technicians; and	
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#### B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit:   \$ 1,000,000  
 Aggregate Limit:       \$ 3,000,000  
 Deductible:             \$       1,000

##### 3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

- a. Bail bonds:           \$       1,000
- b. Loss of earnings:   \$        350

**5. Medical Payments**

Medical Expense Limit: \$ 10,000

**6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)**

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ \_\_\_\_\_

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
<b>TOTAL ANNUAL PREMIUM</b>			\$

**11. Property Damage to Borrowed Equipment**

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

**C. Coverages:**

**1. Employee Benefit Liability Coverage**

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission 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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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 damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have

knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

**(a) Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassign-

ment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held 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.

**(3) Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

**b. Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (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 di-

rectors. 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) Each of your "employees" who is or was authorized to administer your "employee benefit program".

- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- (c) 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.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits of Insurance**

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules

below fix the most we will pay regardless of the number of:

- (a) Insureds;
  - (b) Claims made or "suits" brought;
  - (c) Persons or organizations making claims or bringing "suits";
  - (d) Acts, errors or omissions; or
  - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) **Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be

reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. **Additional Conditions**

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. **Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer dam-

ages as a result of the act, error or omission.

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";
- (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 an act, error or omission 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 without our consent.

(2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

**5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when c. 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 b. below.

**b. 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.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

**e. Additional Definitions**

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission 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;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. **Unintentional Failure to Disclose Hazards**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.



3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
  - 2) Loss caused by or resulting from any of the following:
    - a) Wear and tear;
    - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
    - c) Smog;
    - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
  - a) Foundations, walls, floors or paved surfaces;
  - b) Basements, whether paved or not; or
  - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit of Insurance**

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

**4. Supplementary Payments**

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a. Bail Bonds** of this endorsement for 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.

b. Paragraph 4. is replaced by the following:

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 the limit shown in Section B. **Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

**6. Voluntary Property Damage and Care, Custody or Control Liability Coverage**

a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. **Care, Custody or Control Liability Coverage**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. **Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. **180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance 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;

8. **Waiver of Subrogation**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. **Automatic Additional Insured - Specified Relationships**

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:
  - (a) A written contract or agreement; or
  - (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
  - 1) Currently in effect or becomes effective during the policy period; and
  - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
    - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b) Any express warranty unauthorized by you;
  - c) Any physical or chemical change in the product made intentionally by the vendor;
  - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

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

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

- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

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

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d) and (e) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a) Providing engineering, architectural or surveying services to others; and

- b) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

- a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b) Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- 2) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is hereby amended as follows:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

**10. Broadened Contractual Liability - Work Within 50' of Railroad Property**

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

**11. Property Damage to Borrowed Equipment**

- a. The following is hereby added to Exclusion j. **Damage to Property** of Paragraph 2., **Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:
  - (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The

Limits of Insurance shown in Section B. **Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

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

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**12. Employees as Insureds - Specified Health Care Services**

It is hereby agreed that Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

**13. Broadened Notice of Occurrence**

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS)** is hereby deleted and replaced by the following:

- 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.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARIZONA AUTOMATIC ADDITIONAL INSURED - WHEN  
REQUIRED IN CONTRACT OR AGREEMENT WITH YOU -  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. SECTION II - WHO IS AN INSURED, 2.** is amended to include:

**e.** Any person or organization, hereinafter referred to as **Additional Insured**:

- (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
- (2) For whom you are required to add as an additional insured, except any architect, engineer or surveyor, on a completed operations basis on this Coverage Part

under a written contract or written agreement:

- (1) But only with respect to liability caused, in whole or in part, by "your work" performed for that additional insured by you or on your behalf; and
- (2) If the written contract or written agreement specifies coverage for the additional insured in the "products-completed operation hazard".

With respect to the person(s) or organization(s) referenced in Paragraph **A.2.e.** above, their status as an additional insured under this endorsement will not apply beyond the period of time required in that written construction contract or agreement referred to in Paragraph **A.2.e.** above. If that written construction contract or agreement does not specify a period of time, this coverage will not apply beyond 1 year from the completion of "your work" where the work that caused the "bodily injury" or "property damage" occurred. "Your work" will be deemed completed as specified in Paragraph **a.(2)** of **SECTION V - DEFINITIONS, 19.** "Products-completed operations hazard".

**B.** With respect to the additional insureds referenced in Paragraph **A.2.e.** above, the following exclusion is added to Paragraph **2. Ex-**

**clusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, this insurance does not apply to "bodily injury" or "property damage" arising out of:

- 1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others; and
  - b. Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

- a. Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- b. Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- 2. "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.
- 3. "Bodily injury" or "property damage" arising out of "residential construction".



**C. SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits of insurance available to the additional insured(s) will not exceed:

1. Those limits specified in the written construction contract or agreement referred to in Paragraph A.2.e. above; or
2. The Limits of Insurance specified in the Declarations of this Coverage Part;

whichever are less. If no limits are specified in that written construction contract or agreement, the limits available to the additional insured(s) will not exceed the Limits of Insurance specified in the Declarations of this Coverage Part. The limits of insurance available to the additional insured(s) are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

**AUTOMATIC ADDITIONAL INSURED PROVISION**

The written construction contract or agreement referred to in Paragraph A.2.e. above must:

1. Be currently in effect or become effective during the term of this Coverage Part; and
2. Have been executed prior to the "bodily injury" or "property damage" to which this endorsement pertains.

**E. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance** is amended to include the following:

1. Where required by the written construction contract or agreement referred to in Paragraph A.2.e. above, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or

noncontributing, whichever applies, with this insurance.

2. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

b. When other valid and collectible insurance is available to the additional insured:

- (1) As an additional insured by attachment of an endorsement to another insurance policy; and
- (2) On an excess basis.

In such case the coverage provided under this endorsement shall also be excess.

**F. SECTION V - DEFINITIONS** is amended to include:

1. "Residential construction" means:

- a. A structure where any of the structure's square foot area is used, or is intended, for the purpose of human habitation and includes, but is not limited to, single-family housing, multi-family housing, apartments, condominiums, townhouses, and similar structures intended for human habitation; and
- b. Common areas and appurtenant structures of those structures listed in Paragraph 1.a. above.

"Residential construction" does not include:

- a. Hospitals or prisons; and
- b. Military housing, dormitories, long-term care facilities, hotels or motels, provided there is no individual ownership of units.

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

## **ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM**

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

Endorsement Effective: 11/1/16	Policy Number: <b>EBA0046960</b>
Named Insured: <b>Gilbert Electric Company, Inc.</b>	
Countersigned by:	

(Authorized Representative)

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

**SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured** is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

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

## **PRIMARY AND NONCONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

Endorsement Effective: 11/1/16	Policy Number: <b>EBA0046960</b>
Named Insured: <b>Gilbert Electric Company Inc.</b>	
Countersigned by:	

(Authorized Representative)

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

#### **1. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

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

## **BLANKET WAIVER OF SUBROGATION - AUTO**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

Endorsement Effective:	11/1/16	Policy Number:	EBA 004 69 60
Named Insured:			
<b>GILBERT ELECTRIC COMPANY INC</b>			
Countersigned by:			

(Authorized Representative)

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

#### **1. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

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

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

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

**Schedule**

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement.

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

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

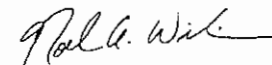
Endorsement Effective 01/01/2017  
Insured Gilbert Electric Company Inc

Policy No. 1015835

Endorsement No. 5  
Premium \$ 500

Insurance Company CopperPoint Western Insurance Company

Countersigned by



WC 00 03 13  
(Ed. 4-84)



PIMA COUNTY

PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317  
TELEPHONE (620) 724-3731 • FAX (620) 724-4434

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

Gilbert Electric Co., Inc.

Insured Firm

EPP0046960

Policy Number

Cincinnati Insurance Co.

Insurance Carrier

Stephanie M Young  
Authorized Carrier Signature

Stephanie M Young  
Printed Name

8-15-12

Date of Signature

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

Additional insured Per forms #GA233AZ(09/09), GA4316AZ(09/09),  
#AA4171(11/05)

CHECK SHEET & TRANSMITTAL

DATE: August 8, 2017 :

Gilbert Electric Co., Inc.

PROJECT: Job Order Master Agreement for Electrical Contracting Services:

X  
*[Signature]*

Performance Bond  
(In accordance with the terms in the contract) OR  
**By initiaing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.**

X  
*[Signature]*

Payment Bond  
(In accordance with the terms in the contract) OR  
**By initiaing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.**

INSURANCE

X

Certificate of Evidence of Workers' Compensation for Prime Contractor.

X

Certificate of Commercial General Liability Insurance (in the amount as stated in the original bid documents) for Prime Contractor. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY.**

X

Certificate of Comprehensive Automobile Liability Insurance (in the amount as stated in the original bid documents. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMPREHENSIVE AUTOMOBILE LIABILITY.**

N/A

Certificate of Professional Liability Insurance

X

Builder's Risk Insurance including: Fire, Extended Coverage, Vandalism & Malicious Mischief and Theft.  
Builder's Risk insurance shall be required on all vertical construction.  
The policy should list Pima County as a loss payee.

OTHER REQUIREMENTS

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

**Christy A. Bustillos**

Procurement Design & Construction

Ph.: (520) 724-8414 / Email: [Christy.bustillos@pima.gov](mailto:Christy.bustillos@pima.gov)

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability Endorsement Form (attached)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2017

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

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

<b>PRODUCER</b> Lovitt & Touche' Inc - Tucson P. O. Box 32702 Tucson AZ 85751-2702	<b>CONTACT NAME:</b> Cherie Pijanowski <b>PHONE (A/C, No, Ext):</b> 520-722-3000 <b>E-MAIL ADDRESS:</b> cpijanowski@lovitt-touche.com	<b>FAX (A/C, No):</b> 520-722-7245
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ASHTCOM-C1 The Ashton Company Inc. Contractors & Engineers P O Box 26927 Tucson AZ 85726	<b>INSURER A :</b> Great American Insurance Co <b>NAIC #</b> 16691	
	<b>INSURER B :</b> Phoenix Insurance Company <b>NAIC #</b> 25623	
	<b>INSURER C :</b> Travelers Property Casualty Co of America <b>NAIC #</b> 25674	
	<b>INSURER D :</b> Travelers Indemnity Company <b>NAIC #</b> 25658	
	<b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1264145535                      **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO9F283753	4/1/2017	4/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8108G986991	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			TUE020287506	4/1/2017	4/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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	N/A	UB9F28605A	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**COVERAGE IS SUBJECT TO ALL POLICY TERMS/CONDITIONS/DEFINITIONS/EXCLUSIONS/FORMS/ENDORSEMENTS; POLICY FORMS/ENDORSEMENTS ARE ATTACHED (applicable only if required by written contract):**

Forms Listing and Project Information (if applicable) follows on page #2 - Acord 101  
1. CGD604 08/13: General Liability - Blanket Additional Insured for Ongoing and Completed Operations - Automatic status if See Attached...

<b>CERTIFICATE HOLDER</b> Pima County Procurement Design & Construction Division 130 W. Congress, 3rd Floor DT-AB3-126 Tucson AZ 85701	<b>CANCELLATION</b> 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 <i>R.J. Missy</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Lovitt & Touche' Inc - Tucson		NAMED INSURED The Ashton Company Inc. Contractors & Engineers P O Box 26927 Tucson AZ 85726	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

- required by written contract including primary and non-contributory coverage.
- 2. CGD316 11/11: General Liability - Blanket Waiver of Subrogation if required by written contract or agreement.
- 3. CAT474 02/15: Business Auto - Blanket Additional Insured if required by written contract.
- 4. CAT353 02/15: Business Auto - Blanket Waiver of Subrogation if required by written contract.
- 5. WC000313: Workers' Compensation - Waiver of Subrogation if required by written contract.
- 6. Great American Excess Liability coverage is Follow Form over General Liability, Automobile Liability and Employers Liability.

Job Order Master Agreement: Electrical Contracting Services

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

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such 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 the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

## COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

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

## **CONTRACTORS XTEND ENDORSEMENT**

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. Limitations and exclusions may apply to these coverages. 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.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><b>A.</b> Aircraft Chartered With Pilot</li> <li><b>B.</b> Damage To Premises Rented To You</li> <li><b>C.</b> Increased Supplementary Payments</li> <li><b>D.</b> Incidental Medical Malpractice</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li><b>F.</b> Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li> <li><b>G.</b> Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Lessors Of Leased Equipment</li> <li><b>I.</b> Blanket Additional Insured – States Or Political Subdivisions – Permits</li> <li><b>J.</b> Knowledge And Notice Of Occurrence Or Offense</li> <li><b>K.</b> Unintentional Omission</li> <li><b>L.</b> Blanket Waiver Of Subrogation</li> <li><b>M.</b> Amended Bodily Injury Definition</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|--|

### **PROVISIONS**

#### **A. AIRCRAFT CHARTERED WITH PILOT**

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

This exclusion does not apply to 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.

#### **B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY**

### **INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

## COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 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 apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

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

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- 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";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

(b) That is insurance for "premises damage";  
or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

### C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- 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.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- 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.

### D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

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

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) 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 is added to 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 willful 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.

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

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

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage 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, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- 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 injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

## COMMERCIAL GENERAL LIABILITY

### G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

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", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution 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 which you agreed to provide in the written contract or agreement, or the limits shown on 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 injury" or "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, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

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

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution 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 which you agreed to provide in the written contract or agreement, or the limits shown on 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 injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required



by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the 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 by 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) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers 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; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an 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 Paragraphs 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 Coverage Part 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.

**K. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

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.

**L. BLANKET WAIVER OF SUBROGATION**

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

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a 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 injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### **M. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

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

### **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 ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**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 the 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. Limitations and exclusions may apply to these coverages. 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.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**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 signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

**COMMERCIAL AUTO**

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00)-01**

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

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

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

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER

**DATE OF ISSUE:**

**ST ASSIGN:**



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

KNOW ALL MEN BY THESE PRESENTS THAT:

**The Ashton Company, Inc. Contractors & Engineers**

(hereinafter "Principal"), as Principal, and Liberty Mutual Insurance Company

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of **Massachusetts** with its principal office in the City of **Boston**, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of **Seven Hundred Fifty Thousand and no/100ths (\$750,000.00) Dollars** for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ for:

**Solicitation No. 260699, Job Order Master Agreement – Electrical Contracting Services**

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

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

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

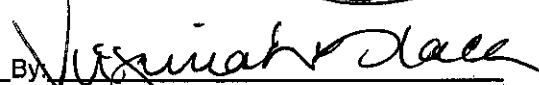
The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 11th day of August, 2017.

The Ashton Company, Inc. Contractors & Engineers  
Principal

By: 

Liberty Mutual Insurance Company  
Surety

By:   
Virginia L. Black, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On August 11, 2017 before me, Betty L. Tolentino, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Virginia L. Black  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Betty L. Tolentino*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7776922

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; R.A Bass; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of May, 2017



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 23rd day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of August, 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

KNOW ALL MEN BY THESE PRESENTS THAT:

**The Ashton Company, Inc. Contractors & Engineers**

(hereinafter "Principal"), as Principal, and Liberty Mutual Insurance Company

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Massachusetts, with its principal office in the City of Boston, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of Seven Hundred Fifty Thousand and no/100ths (\$750,000.00) Dollars, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, \_\_\_\_\_ for:

**Solicitation No. 260699, Job Order Master Agreement – Electrical Contracting Services**


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


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

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

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

Witness our hands this 11<sup>th</sup> day of August, 2017.

The Ashton Company, Inc. Contractors & Engineers By:   
Principal

Liberty Mutual Insurance Company By:   
Surety Virginia L. Black, Attorney-in-Fact



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On August 11, 2017 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7776923

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; R.A Bass; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of May 2017



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 23rd day of May 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of August 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2017

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

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

<b>PRODUCER</b> Lovitt & Touche' Inc - Phoenix P. O. Box 64985 Phoenix AZ 85082	<b>CONTACT NAME:</b> Kelly J. Batka <b>PHONE (A/C, No, Ext):</b> 602-956-2250 <b>E-MAIL ADDRESS:</b> kbatka@lovitt-touche.com <b>FAX (A/C, No):</b> 602-956-2258													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Ins Co	16535	INSURER B : Navigators Insurance Company	42307	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
<b>INSURED</b> CORBI-1 Corbins Electric; Corbins Service Electric, LLC 4829 S. 38th Street Phoenix AZ 85040														

**COVERAGES**

CERTIFICATE NUMBER: 1904488191

REVISION NUMBER:

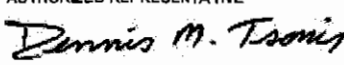
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input checked="" type="checkbox"/> Ded \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO3888962	5/1/2017	5/1/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <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	BAP3888963	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CH17EXC867004IV	5/1/2017	5/1/2018	EACH OCCURRENCE	\$9,000,000
							AGGREGATE	\$9,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC3888961	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Contractors Equip Rented, Leased, Hired Installation Floater	Y	Y	CPP019398800	5/1/2017	5/1/2018	Scheduled Equip Rented, Leased, Hired Installation Limit	648,212 150,000 2,500,000

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

Certificate Holder and owner (if applicable) are additional insureds as respects leased/rented equipment if required in a written contract subject to the policy, conditions, definitions and exclusions per attached form U-GL-1060. Certificate holder will be given 30 days notice cancellation with the exception of 10 days notice for non-payment of premium per attached forms U-GL-1521-A, U-CA-832-A, WC990643. Pima County and their affiliates, subsidiaries, officers, directors and employees are named as additional insureds for "Any and All" projects.

**CERTIFICATE HOLDER****CANCELLATION**

Pima County Procurement Design & Construction Division 130 W. Congress 3rd Floor Tucson AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Contractors Liability Supplemental Coverages And Conditions



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3888962	05/01/2017	05/01/2018	05/01/2017			

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

## NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet (If no amount is shown above, 51 feet applies.)
--

### A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
  - (b) Not being used to carry persons or property for a charge;

### B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph 2 Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

3. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

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 "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph a. of the "insured contract" definition under the Definitions Section is replaced by the following:



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 damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. Paragraph (ii) under Paragraph 4.b.(1) of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions** is replaced by the following:

(ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;

6. The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

**C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

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

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

**D. Additional Insured – Managers Or Lessors Of Premises**

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and



## Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO3888962	05/01/2017	05/01/2018	05/01/2017			

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

This endorsement modifies insurance provided under the:

#### Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.



**ZURICH**

## Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP3888963	05/01/2017	05/01/2018	05/01/2017			

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

This endorsement modifies insurance provided under the:

#### **Commercial Automobile Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective 05/01/2017  
Insured Corbins Service Electric, LLC

Policy No. WC3888961

Endorsement No.  
Premium \$

Insurance Company Zurich American Insurance Co.

DATE: August 8, 2017 :

Corbins Service Electric, LLC

PROJECT: Job Order Master Agreement for Electrical Contracting Services:

- Performance Bond  
(In accordance with the terms in the contract) OR  
 **By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.**
- Payment Bond  
(In accordance with the terms in the contract) OR  
 **By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.**

### INSURANCE

- Certificate of Evidence of Workers' Compensation for Prime Contractor.
- Certificate of Commercial General Liability Insurance (in the amount as stated in the original bid documents) for Prime Contractor. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY.**
- Certificate of Comprehensive Automobile Liability Insurance (in the amount as stated in the original bid documents). **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMPREHENSIVE AUTOMOBILE LIABILITY.**
- Certificate of Professional Liability Insurance
- Builder's Risk Insurance including: Fire, Extended Coverage, Vandalism & Malicious Mischief and Theft.  
Builder's Risk insurance shall be required on all vertical construction.  
The policy should list Pima County as a loss payee.

### OTHER REQUIREMENTS

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

**Christy A. Bustillos**

Procurement Design & Construction

Ph.: (520) 724-8414 / Email: Christy.bustillos@pima.gov

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability Endorsement Form (attached)