



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/06/25

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

MW Morrissey Construction, LLC

***Project Title/Description:**

Fort Lowell Donaldson House and Commissary Rehabilitation of Historic Structures

***Purpose:**

Award: Contract No. PO2500010930. This award of contract is recommended to the lowest, responsive, responsible bidder in the amount of \$3,582,972.00 for a contract term of 05/06/25 to 10/05/26 for the construction of the Fort Lowell Donaldson House and Commissary Rehabilitation of Historic Structures. Administering Department: Project Design and Construction.

***Procurement Method:**

Invitation for Bid (IFB) No. IFB-2500000461 was conducted in accordance with A.R.S. § 34.201 and Pima County Procurement Code 11.12.010. Two responses were received. All bidders met the Small Business Enterprise (SBE) goal of 8%.

Attachments: Notice of Recommendation for Award, and Contract.

***Program Goals/Predicted Outcomes:**

Through an IGA with the City of Tucson, the goal is to restore and preserve the Fort Lowell Donaldson House and Commissary Historic Structures. The scope includes new plumbing, electrical, mechanical systems as well as some structural improvements and exterior plaster and adobe repairs. Site improvements will include utility upgrades, irrigation, landscaping, and hardscaping.

***Public Benefit:**

The refurbished buildings will provide space for retail/commercial use as well as support for the historic interpretation of the historic park. This will benefit the neighborhood and the Ft Lowell Park by bringing public use to the restored structures and preserve the buildings for future generations.

***Metrics Available to Measure Performance:**

Project is completed on time and with-in budget.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: PO Department Code: PDC Contract Number (i.e., 15-123): PO2500010930
 Commencement Date: 05/06/25 Termination Date: 10/05/26 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 3,582,972.00* ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Conservation Lands & Resources Capital Project Fund**Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required: _____**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information (for grants acceptance and awards)**☐ Award ☐ Amendment

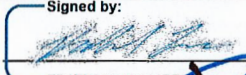


Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

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

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required: _____*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source: _____*****If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Procurement Officer: **Karrie Hixon** Digitally signed by Karrie Hixon Date: 2025.04.15 09:49:20 -07'00' Division Manager: **Scott Loomis** Digitally signed by Scott Loomis Date: 2025.04.15 10:09:08 -07'00'

Department: Procurement Director: **Bruce D Collins** Digitally signed by Bruce D Collins Date: 2025.04.15 16:21:59 -07'00' Telephone: 520-724-3542

Department Director Signature:  Date: 4/16/2025
 Deputy County Administrator Signature:  Date: 4/17/2025
 County Administrator Signature:  Date: 4/17/2025



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 10, 2025

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-25000000461 for the Fort Lowell Donaldson House and Commissary Rehabilitation of Historical Structures Project that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors, on or after May 6, 2025.

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

<u>Awardee</u>	<u>Base Bid</u>	<u>Add Alt 1</u>	<u>Add Alt 2</u>	<u>Add Alt 3</u>	<u>Add Alt 4</u>	<u>Total Bid</u>	<u>Award Amount*</u>
MW Morrissey Construction, LLC	\$3,440,582.00	\$124,450.00	\$17,940.00	\$37,682.00	\$29,177.00	\$3,649,831.00	\$3,582,972.00
<u>Other Respondents</u>							
Durazo Construction Corporation	\$3,521,000.00	\$133,472.00	\$122,593.00	\$37,891.00	\$31,719.00	\$3,846,675.00	

Engineer's Estimate: \$1,979,907.00 (Base Bid)

*Award Amount is for Base Bid, Add Alt 1 and Add Alt 2.

Issued by: Karrie Hixon, Procurement Officer

Telephone Number: (520) 724-3542

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

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

PIMA COUNTY PROJECT DESIGN AND CONSTRUCCION DEPARTMENT

PROJECT: Fort Lowell Donaldson House and Commissary Rehabilitation of Historic Structures

CONTRACTOR: MW Morrissey Construction, LLC
3497 N. Campbell Ave Suite 703
Tucson, AZ 85719

CONTRACT NO.: PO2500010930

AMOUNT: \$3,582,972.00

FUNDING: Conservation Lands & Resources Capital Project Fund

CONSTRUCTION SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and MW Morrissey Construction, LLC, hereinafter called Contractor, and collectively referred to as the Parties.
- 1.2. Authority. County requires, consistent with the provisions of A.R.S. Title 34, the services of a Contractor to provide all equipment, labor, and materials required to construct the Fort Lowell Donaldson House and Commissary Rehabilitation of Historic Structures ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. IFB-2500000461 (the Solicitation). Contractor submitted the low responsive, responsible bid in response to the Solicitation for said work and is qualified and willing to provide such services.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on 05/06/25, and terminates on 10/05/26, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Construction Completion. Construction completion time for the work to be performed under this Contract will be **364** calendar days after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.
- 2.3. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services.

Contractor will provide County all labor, materials and equipment necessary to complete the project as described in the Construction Documents prepared by Poster Mirto McDonald, Inc., dated October 11, 2024 and December 4, 2024, included in the bid documents in Pima County Solicitation No. IFB-2500000461, Exhibit B - General Conditions (14 pages), and other documents incorporated into this contract.

4. Compensation and Payment.

- 4.1 Compensation. County will pay Contractor as specified.
 - 4.1.1 Invoices. Contractor will provide detailed documentation in support of requested payment. Contractor must cite the Contract number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.

- 4.1.1.1 For the period of record retention required under Section 24, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law
 - 4.1.2 Price. Total payment for this Contract will not exceed \$3,582,972.00. County will make payments based on Exhibit A - Bid for Fixed Price Construction Contract (2 pages) submitted by Contractor in response to Solicitation No. IFB-2500000461 for which is comprised of the Base Bid plus Additive Alternate 1, and Additive Alternate 2.
 - 4.1.3 Work Performed. Contractor will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Contractor's own risk.
- 5. **Insurance.** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
 - 5.1. Ratings. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
 - 5.2. Insurance Coverages and Limits.
 - 5.2.1. Minimum Scope and Limits of Insurance: Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 5.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, personal and advertising injury and products – completed operations.
 - 5.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.
 - 5.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.
 - 5.2.1.4. Builder's Risk Insurance – Insurance applies to this contract. Contractor is required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value under contract, 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
 - 5.2.1.5. Claims-Made Coverage. Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

5.3. Additional Insurance Requirements:

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

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

5.4. Notice of Cancellation:

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

5.5. Verification of Coverage:

Contractor will furnish County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 5.5.1. All certificates and endorsements, as required by this Contract, are to be received and approved by County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 5.5.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County project or contract number and project description on the certificate. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

5.6. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. **Indemnification.**

- 6.1. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable

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

6.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the Contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

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

7. Laws and Regulations.

7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.

7.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.

7.3. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract.

8. **Status of Independent Contractor.** Contractor is an independent Contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

9. Contractor/Subcontractor Performance.

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

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

9.3. Subcontractor License. Contractor will ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. Contractor will not permit any Subcontractor to perform work that does not fall within the scope of the Subcontractor's license, except as may be permitted under the rules of the Registrar of Contractors.

- 9.4. Subcontractor Acts and Omissions. Contractor will be fully responsible for all acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay any Subcontractor, except as may be required by law.
- 9.5. Subcontractor List. Contractor must use the Subcontractor's named on Contractor's Subcontractor List submitted with the bid. No Subcontractor may be added or changed without the prior written approval of County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE Subcontractors may be approved at the discretion of County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of County. Approval for substitution of SBE Subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Section 20.28.050 of the Pima County Code have been met.
10. **Assignment.** Contractor will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Non-Waiver.** The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination of Contract for Default.**
- 16.1. Upon a failure by Contractor to cure a default under this Contract within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Contractor. In this event, County may take over the work and complete it by Contract or otherwise. Contractor and its sureties, if any, will be liable for any damage to County resulting from Contractor's default, including any increased costs incurred by County in completing the work.
- 16.2. Default Events. The following constitutes an event of default:
- 16.2.1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
- 16.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
- 16.2.3. Failure to provide competent supervision at the site;

- 16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
 - 16.2.5. Failure to make prompt payment to Subcontractors or suppliers for material or labor;
 - 16.2.6. Loss of Contractor's business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Contractor's performance of this Contract;
 - 16.2.7. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 - 16.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Contractor, or Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- 16.3. Termination. In the event of a termination for default:
- 16.3.1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Contractor for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;
 - 16.3.2. County may withhold payments to Contractor arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Contractor is determined; and
 - 16.3.3. Subject to the immediately preceding subparagraph 16.3.2, County's liability to Contractor will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- 16.4. Non-Termination. County will not terminate the Contract for default or charge Contractor with damages under this Article if:
- 16.4.1. Except for subparagraph 16.2.8 in subsection 16.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
 - 16.4.1.1. Acts of God or of the public enemy,
 - 16.4.1.2. Acts of County in either its sovereign or contractual capacity,
 - 16.4.1.3. Acts of another Contractor in the performance of a contract with County,
 - 16.4.1.4. Fires,
 - 16.4.1.5. Floods,
 - 16.4.1.6. Epidemics,
 - 16.4.1.7. Quarantine restrictions,
 - 16.4.1.8. Strikes,
 - 16.4.1.9. Freight embargoes,
 - 16.4.1.10. Unusually severe weather, or

16.4.1.11. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the Subcontractor(s) or suppliers; and

16.4.2. Contractor, within three days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the judgment of County the findings warrant such action, the time for completing the work may be extended.

16.5. Receipt of Notice. For the purposes of subsection 16.1 above, "receipt of notice" includes receipt by hand by Contractor's onsite project manager, by facsimile transmission, or under the Notices clause of this Contract.

16.6. Excusable. If, after termination of the Contract for default, County determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated the Contract for convenience as set forth in Section 17.

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

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

18. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County has no further obligation to Contractor, other than payment for services rendered prior to termination.

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

County:

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

Contractor:

Kevin Morrissey
MW Morrissey Construction, LLC
3497 N. Campbell Ave. Suite 703
Tucson, AZ 85719
Tel: (520) 589-2723

20. **Non-Exclusive Contract**. Contractor understands that this Contract is Non-Exclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

21. **Contract Documents**.

21.1. Incorporation of Documents: County and Contractor in entering into this Contract have relied upon information provided in Solicitation No. IFB-2500000461 - Fort Lowell Donaldson House and Commissary Rehabilitation of Historic Structures, Exhibit A – Bid for Fixed Construction Contract, Bonds (Bid, Payment, and Performance Bonds), Exhibit B – General Conditions, Technical Specifications and Plans, Construction Documents, Drawings and Specifications, and on information provided in Contractor's response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

21.2. Order of Precedence: In the event of a conflict or inconsistency between or among the contract documents, the documents shall take precedence in the following order:

- 21.2.1. This Contract
- 21.2.2. Exhibit B – General Conditions
- 21.2.3. Plans and Technical Specifications
- 21.2.4. Contractor Response to the Solicitation
- 21.2.5. Instructions to Bidders
- 21.2.6. Invitation to Bid

21.3. Deviation: The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such agreement interpreting the documents shall be incorporated into the Contract by amendment.

21.4. Conflict: In the event of any conflict between any provision in the Special Conditions, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.

22. **Bonding Requirements**. In accordance with A.R.S. § 34-221, et. seq., the Contractor will provide Payment and Performance bonds for not less than 100% of the contract amount. Copies of the bonds will be attached to this Contract.

23. **Ownership of Documents**. Ownership of all original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Contractor under this Contract vests in and become the property of the County and will be delivered to County upon completion or termination of the services, but Contractor may retain record copies thereof.

24. **Books and Records**.

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

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

25. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

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

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

28. **Disputes**.

28.1. Resolving Dispute. In the event of a dispute between County and Contractor regarding any part of this Contract or the Parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Contractor's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

29. Public Records.

29.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of Construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Contractor in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

29.2. Records Marked Confidential.

29.2.1. Any information submitted related to this Contract that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

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

30. Legal Arizona Workers Act Compliance.

30.1. Compliance with Immigration Laws. Contractor warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each Subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

30.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

30.4. Subcontractors. Contractor will advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Contractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

31. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

32. **Forced Labor of Ethnic Uyghurs**. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

33. **Heat Injury and Illness Prevention and Safety Plan**. Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

34. **Amendment**. Except for the amendment provision above in Section 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.

35. **Entire Agreement**. This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

Remainder of Page Intentionally Left Blank

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

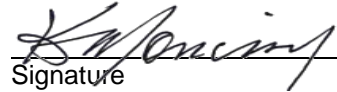
Each Party is signing this Contract on the date below that Party's signature.

APPROVED:

Chair, Board of Supervisors

Date

Contractor:



Signature

Kevin Morrissey, Principal

Name and Title (Please Print)

04/17/2025

Date

ATTEST:

Clerk of the Board

Date

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

EXHIBIT A – BID FOR FIXED PRICE CONSTRUCTION CONTRACT (2 PAGES)

IFB-2500000461 FORT LOWELL DONALDSON HOUSE AND COMMISSARY REHABILITATION OF HISTORIC STRUCTURES

The undersigned Bidder hereby acknowledges receipt of the complete Bid Documents for this project and has examined and is familiar with all documents, including those incorporated by reference, which are applicable to this project. By executing this Bid for Fixed Price Construction Contract, Bidder hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation, and services for the project in strict conformity with the Bid Documents set in this Exhibit A. Failure to sign this page shall result in Bid being deemed nonresponsive.

The undersigned Bidder understands that the quantity of work for the base bid amount as shown herein shall be a fixed not-to-exceed amount, complete in place. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, all applicable taxes, insurance and bonds, and the performance of all labor and services necessary for proper completion of the work.

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

Amendment #	By (Bidder Initials)	Date	Amendment #	By (Bidder Initials)	Date
001	KM	02/25/25	004	KM	03/06/25
002	KM	02/27/25			
003	KM	03/06/25			

BIDDER HEREBY CERTIFIES that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

SIGNATURE:  DATE: 03/11/25

PRINTED NAME & TITLE: Kevin R Morrissey

LEGAL COMPANY NAME: MW Morrissey Construction LLC

ADDRESS: 3497 N Campbell Ave Suite 703

CITY: Tucson STATE: Arizona ZIP: 85719

TELEPHONE NO.: (520) 589-2723 EMAIL: Kevin@mwmorrissey.com

CORPORATE HEADQUARTERS (CITY, STATE) Tucson AZ 85719

ARIZONA CONTRACTOR'S LICENSE NUMBER: 297329 CLASS: KB-01

ARIZONA CONTRACTOR'S LICENSE NUMBER: _____ CLASS: _____

SAM.GOV Unique Entity Identifier (UEI): 080162922/7LBS1

EXHIBIT A – BID FOR FIXED PRICE CONSTRUCTION CONTRACT (Con't)

Fort Lowell Donaldson and Commissary Rehabilitation of Historic Structures

			MW Morrissey Construction, LLC		
Project 1			Project 1		
Base Bid (10001)			Base Bid (10001)		
Code	Description	UOM	Quantity	Price	Total Cost
10000	Base Bid - Donaldson House	Lump-Sum	1	\$ 1,285,280.00	\$ 1,285,280.00
10000	Base Bid - Commissary	Lump-Sum	1	\$ 2,027,302.00	\$ 2,027,302.00
			Group Total : \$ 3,312,582.00		
Allowance (20001)			Allowance (20001)		
Code	Description	UOM	Quantity	Price	Total Cost
20000	Allowance - Unforeseen Conditions	N/A		\$ 100,000.00	\$ 100,000.00
20001	Adobe Repair Required to install stucco system	N/A		\$ 15,000.00	\$ 15,000.00
20003	Camera Each Building Sewers	N/A		\$ 8,000.00	\$ 8,000.00
20003	Adobe Damage in Excess of Veneer Replacement	N/A		\$ 5,000.00	\$ 5,000.00
			Group Total : \$ 128,000.00		
Alternates (30001)			Alternates (30001)		
Code	Description	UOM	Quantity	Price	Total Cost
30001	Alternate #1 Remove and Replace Stucco on Entire Buildings	Lump-Sum	1	\$ 124,450.00	\$ 124,450.00
30002	Alternate #2 Sewer Lining at Commissary	Lump-Sum	1	\$ 17,940.00	\$ 17,940.00
			Group Total : \$ 142,390.00		
			Project Total : \$3,582,972.00		

END OF EXHIBIT A

EXHIBIT B - GENERAL CONDITIONS (14 PAGES)

ARTICLE 1. DEFINITIONS

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

BID: The offer of the Bidder for the work when properly made out on forms containing the Bid for Fixed Price Construction supplied by the Board 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 covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work. The Contract includes the Notice of Invitation to Bid and Bid Documents, including Instruction to Bidders, Bid Schedule, Plans, Technical Specifications, Supplementary General and/or General Conditions, Bonds, Supplementary Agreements, and all written requirements that reasonably could be required to insure the proper completion of the work in a substantial and acceptable manner. These documents may also be referred to as the CONTRACT DOCUMENTS.

CONTRACT BOND: The approved form of security furnished by the Contractor and his Surety as a guarantee on the part of the 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.

DIRECTOR: The Pima County Project Design and Construction Director, an assistant or other representative duly authorized by the Director to act for the Director.

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 the 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.

SUPPLEMENTARY AGREEMENT: A written agreement executed by the Contractor and the 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: The Supplementary General Conditions are additional to the General Conditions that are conditions or requirements peculiar to the project under consideration.

SURETY: The corporate body which is bound with and for the 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 shall be investigated and verified in the field by the Contractor before starting work. Excavations in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to, and for maintenance and protection of existing utilities and structures.

ARTICLE 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- a. Laws to be Observed -- The Contractor is presumed to be familiar with and at all times shall observe and comply with all Federal and State laws and local ordinances, workmen'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 shall indemnify and hold harmless the County of Pima and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by the Contractor itself or by the Contractor's employees.
- b. Permits and Licenses -- The County shall procure all County building permits, and sewer connection fees. Contractor shall post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. All other permits, fees, and applications for water, gas, and electric etc., shall be procured and paid for by the Contractor.
- c. Sanitary Provisions -- The Contractor shall 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 State Department of Health or other authorities having jurisdiction therein.
- d. Public Convenience and Safety -- The Contractor shall have due regard for the public health and shall 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 General Conditions.

- e. Barricades, Danger, Warning, and Detour Signs -- The Contractor shall 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 shall 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 -- The Contractor shall be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and shall conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property shall 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 the Contractor, such property shall be restored by the Contractor 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 shall make good such damage or injury in an acceptable manner.

- h. Contractor's Responsibility for Work -- Until written final acceptance of the work by the County, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor shall 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 shall bear the expense thereof.

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

- i. Waiver of Legal Rights -- The County shall not be precluded or 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 the 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 the County or by any representative of the 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 the County shall 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 shall not be held to be waiver of any other subsequent breach.

ARTICLE 4. ACCIDENTS

The Contractor shall 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.

The Contractor must promptly report in writing to the County all accidents whatsoever arising out of, or in connections with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the County and the Board. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim.

ARTICLE 5. PIMA COUNTY BUILDING CODES

The work embraced herein shall be done in accordance with the following Building Codes, Ordinances and Standards, with all amendments, as currently adopted by Pima County, together with any applicable Special Conditions, which are additional to and may supersede portions of these Codes as detailed at <https://www.pima.gov/2586/Building>. Where codes and/or regulations of other agencies having jurisdiction are more stringent these will take precedence.

ARTICLE 6. RESERVED

ARTICLE 7. DELAYS

Contractor will provide substantial completion, as previously defined, under this contract, within the number of calendar days stated in Contractor's proposed schedule, agreed to by County and incorporated herein by reference, plus the grace period, calculated as an additional **3%** of the calendar days stated in Contractor's agreed to schedule, rounded up to the next whole day

During the grace period, County will neither 1) apply liquidated damages, nor 2) include overhead and general conditions in any equitable adjustment for delay. Each additional day allowed for completion in excess of the days in Contractor's proposed schedule will replace 1 day of the grace period until the latter is extinguished. If Contractor fails to substantially complete this contract for beneficial occupancy within the agreed number of calendar days from issuance of a notice to proceed, or that period plus any remaining grace period days, whichever is later, then for each day thereafter that this contract remains uncompleted for beneficial occupancy, County may deduct the sum of **\$1,500.00 PER CALENDAR DAY**, from the contract price as payment by Contractor of liquidated damages sustained by reason of the failure of Contractor to substantially complete this contract for beneficial occupancy within the time period agreed.

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 3 workdays, Contractor will provide a recovery plan to County within 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 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 2 weeks after demand for such drawings.

ARTICLE 8. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Bid documents are complementary, and what is called for by any one shall be as binding as if called for by all, and the most stringent requirement shall 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 shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

ARTICLE 9. DETAIL DRAWINGS AND INSTRUCTIONS

The County shall 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 shall be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

ARTICLE 10. COPIES OF DRAWINGS FURNISHED

County shall provide, at no cost to the contractor, two complete sets of permit submittal documents reviewed and approved for construction by Pima County Development Services.

County shall provide, at no cost to the contractor, 5 non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It shall be the contractor's responsibility to insure 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 their expense.

ARTICLE 11. ORDER OF COMPLETION

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

ARTICLE 12. CONSTRUCTION DOCUMENTS ON THE JOB SITE

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

ARTICLE 13. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by the 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, are to be returned to County on request, at the completion of the work. All models are the property of the County.

ARTICLE 14. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the 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 the County, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

ARTICLE 15. MATERIALS, APPLIANCES, EMPLOYEES

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

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned him.

ARTICLE 16. ROYALTIES AND PATENTS

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

ARTICLE 17. SURVEYS, PERMITS, AND REGULATIONS

The County shall furnish all property surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor except as noted in Article 3.b. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified.

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

ARTICLE 18. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. It shall 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 the County. It shall adequately protect adjacent property as provided by law and the Bid documents. It shall provide and maintain all passage ways, 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, the Contractor, without special instruction or authorization from the County, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by the County.

ARTICLE 19. INSPECTION OF WORK

The County representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. County shall have the authority to reject all work and materials which do not conform to the Contract.

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

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

ARTICLE 20. SUPERINTENDENCE - SUPERVISION

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

If the 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 shall be its duty to immediately inform the County, in writing, and the County shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

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

ARTICLE 21. CHANGES IN THE WORK

The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. Change orders must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the change commences. All such work shall be executed under the conditions of the original Contract. Claim for extension of time caused thereby shall be made per the provisions of Article 7: Delays.

In giving instructions, the County shall 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 shall be made unless preceded by a County approved Change order and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways and included in the approved change order:

- a. By mutual acceptance of a fixed price, itemized and detailed with sufficient substantiating data, as requested by County, to permit evaluation.
- b. By unit prices named in the Contract or subsequently agreed upon.
- c. By cost and a fixed fee.

In the event the parties agree on the application of (c) above, a not-to-exceed amount will be included for approval in the change order. In this circumstance, Contractor shall keep and present in such form as the County may direct, a correct account of the net cost of labor and materials, together with vouchers, for application against the approved not-to-exceed amount in the change order. Contractor may invoice for overhead and profit or fee arising from such work in the last invoice under the change order, all of which is to be applied against the not-to-exceed amount. Any balance remaining in the not-to-exceed amount after final payment under the change order shall be adjusted out by change order.

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

Overhead Limit: 10% of direct cost;

Profit Limit: 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 Sub Contractor, Contractor's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work.

Contractor's cost, for additional work or changes requested by the Owner which result in an approved extension of time to the contract, shall 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 shall be prorated to the actual amount of extra time approved and shall 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 comp, unemployment taxes and benefits.

ARTICLE 22. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If the Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it shall give the 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 shall then be as provided for in Article 21 "Changes in the Work". No such claim shall be valid unless so made.

ARTICLE 23. DEDUCTIONS FOR UNCORRECTED WORK

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

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

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

ARTICLE 24. RESERVED

ARTICLE 25. SUSPENSION OF WORK

The County may at any time suspend the work, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor upon written notice from the County to the Contractor to do so. If the suspension period extends for more than one day, then any days in excess of the first day of suspension will not be counted in computing the construction time for the project.

ARTICLE 26. THE COUNTY'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County after 3 days written notice to the Contractor, may, 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 the Contractor.

ARTICLE 27. RESERVED

ARTICLE 28. REMOVAL OF EQUIPMENT

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

ARTICLE 29. USE OF COMPLETED PORTIONS

The County shall have 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 shall not be deemed 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, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the County may determine.

ARTICLE 30. PAYMENTS WITHHELD

The 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 the County from loss because of:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another Contractor.

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

ARTICLE 31. RESERVED

ARTICLE 32. WARRANTY

The Contractor shall provide a written guarantee covering all costs for repair or replacement of defective work for a period of two years (or longer if noted elsewhere in the construction documents) from substantial completion. Contractor shall complete repair, or respond to County in writing with repair solution, within 72 hours of notification by owner. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty. Contractor's obligations under this Article shall survive termination or expiration of the Contract.

ARTICLE 33. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the 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 the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall pay to County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 34. RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 35. SEPARATE CONTRACTS

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

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

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

ARTICLE 36. CLAIMS AND DISPUTES

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

Written notice of each such claim, demand, dispute, controversy or difference shall be delivered by the Contractor to the County within 15 days of the occurrence of the event giving rise thereto and written supporting data will be submitted to the County within 45 days of such occurrence unless the County specifies a different period of time in writing to the Contractor. In his capacity as interpreter and judge, the County will not show partiality to County or Contractor and shall not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the County with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.

This section does not relieve the Contractor of any statutory requirement relating to the presentation of claims to the Board of Supervisors of Pima County as a condition precedent to filing suit against the County.

The Contractor shall not cause a delay in the performance of the Contract because of any claim, demand, dispute, controversy or difference that may arise between the parties as a result of or in connection with this Contract.

If either the County or the Contractor is dissatisfied with any decision of the County and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will

be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

ARTICLE 37. CLEANING UP

The Contractor shall, as directed by the County, remove from the 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 38. FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT

(a) PURPOSE:

To provide guidelines for Contractors practices in prevention of and protection against fire causes, property damage and losses on County Construction projects' work.

(b) SCOPE:

Subject requirements shall be applicable to new construction, facilities remodeling, additions, and improvements projects' work conducted for Pima County. Contractor shall also comply with all applicable ordinances, laws, rules, and regulations of public authority having jurisdiction for fire prevention and protection.

(c) CONTRACTOR REQUIREMENTS:

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.
3. Fire extinguisher and devices will be inspected, serviced and maintained in accordance with manufacturer's instructions.
4. Fire Fighting and control equipment will be readily visible and unobstructed at all times; will not be made inoperative or used for other purposes.
5. Installation of fire protection piping and hydrants (as specified in bid documents) will be as prompt as possible so hose stream protection will be available when combustible materials arrive on site and potential fire causing operations begin.
6. Provide ready access for public fire department.
7. Provide safe temporary lighting and power services; properly insulate, ground, and substantially support strung wires; overloading of conductors and overfusing of circuits is prohibited; poor contacts and defective terminals, switches, wire and outlets will not be installed. Temporary electrical installations will be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.
8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases will be kept outside of buildings under construction; one day's working supply of such items may be inside at any time. Flammable fluids will be in approved containers only; open containers are prohibited.
9. Only flame resistant tarpaulins or coverings will be used for protecting stored supplies and equipment.
10. Smoking is prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas, as well as on any County-owned property. "No Smoking" signs will be posted

accordingly.

11. Fires, welding, flame cutting, melting, and similar operations in combustible areas will not be left unattended.
12. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills will be cleaned up promptly.
13. All rags, waste, etc. soiled by combustible or flammable materials will be placed in tightly closed metal containers and disposed of daily.
14. Tar kettles will be located outside of and as far away as possible from building.
15. All portable cylinders of compressed gases will be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; will be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps will be in place when cylinders are not in use.
16. Welding and cutting operations will be performed only by competently proven personnel.
17. Construction debris will be removed from buildings and site daily. Reasonably good housekeeping will be maintained at all times.
18. All machines using cutting oil will have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below 100 degree F. will be used for cleaning equipment or parts.
20. No smoking or open fire of any kind will be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish will not be allowed to accumulate on project site.
22. Adequate precautions will be taken to protect extensive formwork and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, will have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
24. Regularly scheduled inspections will be made by Contractor's authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel will be instructed in their duties concerning safe fire protection practices.

ARTICLE 39. 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 ARS 41-844 on state, county, and municipal lands, and under ARS 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 shall belong to Pima County. No monetary compensation will be made to the 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 40. PRODUCT AND MATERIAL DATA SAFETY SHEETS

The contractor shall submit United States Department of Labor product or material data safety sheets on all materials used on the project. Only those forms issued by OSHA and United States Department of Labor will be acceptable.

ARTICLE 41. RESERVED

ARTICLE 42. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should the 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 shall be served immediately to the Facilities Management Department, and all work surrounding said materials or substances shall be ceased until directed to proceed. The Contractor is hereby advised that 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 shall 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 shall be added to the contract as Additional Services, in accordance with the provisions of Article 22, and time extensions granted in accordance with the provisions of Article 7.

ARTICLE 43. WASTE DISPOSAL FACILITIES

The Contractor shall 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 shall apply.

ARTICLE 44. BUILDER'S RISK

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

ARTICLE 45. EXISTING CONDITIONS

The Contractor shall, before the conditions are disturbed, give immediate (within 8 hours) verbal notice to the onsite Construction Manager and/or onsite County representative to be followed up by written notice within 24 hours of initial discovery to the Construction Manager and County of:

- (a) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or
- (b) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The Construction Manager, Architect and/or County shall investigate the site conditions within 24 hours after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an adjustment shall be made pursuant to Article 21 of the General Conditions, Changes in the Work.

No request by Contractor for an adjustment to the contract under this clause shall be allowed, unless Contractor has given the written notice required; provided, that the time prescribed in this clause for giving written notice may be extended by the County.

No request by the Contractor for an adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

ARTICLE 46. SECURITY CHECK

At the discretion of the County, the contractor shall provide a fully Pima County Adult Detention Center Cleared Corrections Visitation (CCV) Request for all personnel who will be working in buildings/locations that are the property of Pima County Government, so that a background check may be run on each individual. This includes the general contractor and all sub-contractors, etc., working within the buildings/location.

The CCV should be submitted no less than two to three weeks in advance of the starting of a job. This will give the contractor time to replace anyone who might not be approved to work. The CCV should be submitted to the project manager of the Pima County Facilities Management Department, who will forward it on to the Pima County Sheriff's Department for processing.

The background check is conducted by the Pima County Sheriff's Department Records Section and includes any arrest, citation, contact or report under the names submitted - nationwide. The purpose of this background check is to prevent individuals who have been involved in certain criminal acts and who may increase liability for the County, access to the County buildings/locations and personnel. A lot of work is done in areas that are sensitive, restricted and confidential, as well as populated.

Anyone with a background history of a class 1 felony, theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or who has any felony charge pending or who has any outstanding warrants of any type, including misdemeanor, traffic or felony warrants, will be denied permission to work.

On occasion, the Sheriff's Department will ask that an individual call them. This usually means they have some minor problem, such as a misdemeanor or traffic warrant that the Sheriff's Department will make them aware of. Once the individual has taken care of it they may be approved.

Once the background check has been done, the Sheriff's Department will notify the project manager from Facilities Management and he, in turn, will notify the contractor. If the Sheriff's Department denies approval for one of the contractor's employees because of the background check and the employee wishes to inquire as to why, the contractor shall have them call the Sheriff's Department at 740-8345, who will talk with them and explain why they have been denied.

On occasion, an individual supervisor will call the Sheriff's Department and want to know why the Sheriff's Department has denied permission to work to one of his employees. By Federal law, the Sheriff's Department cannot release that information to anyone but the individual employee. If the employee wishes to advise their boss after the Sheriff's Department has talked with the employee that is their prerogative.

It should further be noted that even though a person may have a criminal history background, he may still receive permission to work on a County project. The deciding factors include the nature, extent, time since last incident and any other circumstances which the reviewer feels may be a liability or an asset.

End of Exhibit B – General Conditions



MWMORRI-01

CYNDEE GRAVES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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

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

PRODUCER NFP Property & Casualty Services, Inc. 6992 East Broadway Boulevard Tucson, AZ 85710	CONTACT NAME: CynDee Graves		
	PHONE (A/C, No, Ext): (520) 467-6091	FAX (A/C, No): (520) 571-9667	
	E-MAIL ADDRESS: cyndee.graves@nfp.com		
INSURED MW Morrissey Construction LLC 3497 N Campbell Ave Suite 703 Tucson, AZ 85719	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : BITCO General Insurance Corp		20095
	INSURER B : Travelers Property Casualty Company of America		25674
	INSURER C : Great Divide Insurance Company		25224
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CLP3752288	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAP3752287	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" 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			CUP9S269962-25-NF	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC3752289	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab			CPP2045608-10	1/1/2025	1/1/2026	Each Occurrence 1,000,000
C	Pollution Liab			CPP2045608-10	1/1/2025	1/1/2026	Aggregate Limit 2,000,000

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

RE: #25-010 Ft. Lowell Donaldson House & Commissary, 5531 & 5477 E Ft. Lowell Rd., Tucson AZ

Professional Liability
Great Divide Insurance Co./UCPM, Inc.
Policy# CPP2045608-10
1/1/2025 - 1/1/2026
Each Claim \$1,000,000
Aggregate Limit \$2,000,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Pima County 150 W Congress St. 5th 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



ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED MW Morrissey Construction LLC 3497 N Campbell Ave Suite 703 Tucson, AZ 85719 Pima	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
Rented/Leased Equipment
BITCO General Insurance Corp./Old Republic Insurance Group
Policy# CLP3752288
1/1/2025 - 1/1/2026
Limit \$50,000

Certificate holder is additional insured with respect to auto liability per form AP-0401 10/17. Waiver of Subrogation & Primary & Non-Contributory per form AP-0401 10/17
Certificate holder is additional insured with respect to general liability per form GL-3084 10/19. Waiver of Subrogation & Primary & Non-Contributory per form GL-3084 10/19.
Work Comp Waiver of Subro per form WC000313

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS
OPERATING UNDER A WRITTEN "INSURED CONTRACT" WHEN SUCH
CONTRACT REQUIRES A WAIVER OF SUBROGATION.

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
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|--|
| 1 - Broad Form Named Insured | 11 - Bodily Injury Extension |
| 2 - Automatic Waiver of Subrogation | 12 - Hired Auto Physical Damage |
| 3 - Automatic Additional Insured | 13 - Enhanced Supplementary Payments |
| 4 - Primary and Noncontributory - Other Insurance Condition | 14 - Fellow Employee Coverage for Designated Positions |
| 5 - Unintentional Failure to Disclose Hazards | 15 - Physical Damage – Transportation Expenses |
| 6 - Extended Notice of Cancellation, Non-Renewal | 16 - Rental Reimbursement Coverage |
| 7 - When We Do Not Renew | 17 - Loan/Lease Gap Coverage |
| 8 - Notice of Knowledge of Accident or Loss | 18 - Accidental Air Bag Discharge Coverage |
| 9 - Employees as Insured | 19 - Glass Repair – Waiver of Deductible |
| 10 - Employee Hired Autos | |

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph d. is added:

- d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. **AUTOMATIC ADDITIONAL INSURED**

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

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

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

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

5. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. **EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL**

The **COMMON POLICY CONDITIONS** , Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. **WHEN WE DO NOT RENEW**

SECTION IV – BUSINESS AUTO CONDITIONS , is amended to add Item **B.9.**:

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. **NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS , Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

- a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

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.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

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.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 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".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS , Paragraph **C.** is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

- (1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion** contained in **Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

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". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

- (1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lesser of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or
 - (c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph d. is added.

- d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:
 - 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
 - 2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 30 days.
 - (c) Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred; or
 - (2) \$50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed \$2,500 for any one vehicle or \$25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions . This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDERS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an ☒ in the box next to the caption of such provision.

- | | |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | O. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | P. <input checked="" type="checkbox"/> Property Damage Liability - Elevators |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | Q. <input checked="" type="checkbox"/> Care, Custody or Control |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | R. <input checked="" type="checkbox"/> Concrete Rework Labor Reimbursement Coverage |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | S. <input checked="" type="checkbox"/> Lost Key Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | T. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | U. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| I. <input checked="" type="checkbox"/> Liquor Liability | V. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| J. <input checked="" type="checkbox"/> Broadened Conditions | W. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | X. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| L. <input checked="" type="checkbox"/> Insured Contract Extension – Railroad Property and Construction Contracts | Y. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |
| M. <input checked="" type="checkbox"/> Turnkey Jobs - Coverage For Alienated Premises | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

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

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

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

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9.a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B,** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured.

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent.

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

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

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a.**, **2.b.**, and **2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS** is deleted and replaced with the following.

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. TURNKEY JOBS - COVERAGE FOR ALIENATED PREMISES

It is agreed that:

Exclusion 2.j.(2) of SECTION I, COVERAGE A, does not apply if the premises are "your work" and were not occupied, rented or held for rental by you for more than 12 months after completion.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

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

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a.(1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

- 2.a.(1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A** , do not apply to the use of elevators.
2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A, is deleted and replaced with the following:

- 2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;
- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
 - (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
 - (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
 - (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
 - (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. 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.

R. CONCRETE REWORK LABOR REIMBURSEMENT COVERAGE

As it applies to this coverage,

SECTION I - COVERAGE A is amended as follows:

1. Insuring Agreement is deleted and replaced by the following:

We will reimburse you for your direct labor expense associated with your "concrete rework" which was performed by you during the policy period due to the original "concrete product" failing to meet contractual specifications as ordered for the job or accepted industry standards for its specific intended use, verified by testing by an ASTM (American Society of Testing & Materials) accredited independent testing agency.

2. Exclusions, is deleted and replaced by the following:

The insurance provided by this endorsement does not apply to:

- a.** "Cosmetic Defects"
- b.** Loss of use
- c.** Changes to the "concrete product" contractual specifications not acknowledged by the named insured in writing prior to the beginning of the job
- d.** "Loss" arising from the "subsidence" of land
- e.** "Loss" arising from work performed on your behalf by a subcontractor, except for the supply of the "concrete product"
- f.** Cost of materials used in the installation of the "concrete product" or "concrete rework"
- g.** Damages or "loss" that is covered by a Property or Inland Marine coverage form for your financial interest in your project and structures
- h.** "Loss" unless the "concrete rework" is completed within one year from the completion of the original "concrete product" installation performed by you
- i.** "Loss" caused by the failure to order the "concrete product" as required:
 - a.** In the contractual specifications; or
 - b.** By accepted industry standards for its specific intended use
- j.** "Loss" expected or intended from the standpoint of the insured
- k.** "Concrete product" supplied by you

SECTION III - LIMITS OF INSURANCE is amended to include the following:

- 1.** The Limits of Insurance as shown and the rules below fix the most we will pay regardless of the number of
 - a.** Insureds covered under this insurance;
 - b.** "Concrete rework" projects to which this insurance applies.

"Concrete Rework" Project Limit	\$50,000
"Concrete Rework" Policy Aggregate Limits	\$50,000
"Concrete Rework" Deductible	\$ 1,000
- 2.** The "Concrete Rework" Project Limit shown above is the most we will reimburse you for your direct labor expense arising out of any single "concrete rework" project.
- 3.** Subject to **2.** above, the "Concrete Rework" Policy Aggregate Limit shown above is the most we will reimburse you for your direct labor expenses for the sum of all "concrete rework" projects.

4. The "Concrete Rework" Project Limit and the "Concrete Rework" Policy Aggregate Limits shall be included within and not be in addition to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit (whichever applies), as stated in the declarations and as described in **SECTION III - LIMITS OF INSURANCE**.
5. Our obligation to reimburse you applies only to the amount of your direct labor expense in excess of the "Concrete Rework" Deductible stated above. This deductible shall apply separately to each "concrete rework" project.

The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with either the beginning of the policy period shown in the Declarations, or the effective date of the endorsement, whichever is less. If the policy period is extended after issuance for an additional period of less than 12 months the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Item 2. Duties in The Event Of Occurrence, Offense, Claim Or Suit is deleted and replaced by the following:

2. Duties in The Event Of Occurrence, Offense, Claim Or Suit
 - a. You must see to it that we are notified prior to completing the "concrete rework" which may result in labor reimbursement. Notice should include:
 - (1) How, when and where the incident took place;
 - (2) The names and addresses of any witnesses, and
 - (3) The estimated labor expense for the "concrete rework"
 - b. You must promptly take all steps to minimize the expenses involved.
 - c. You must cooperate with us and upon request, assist in enforcing any right of contribution or indemnity against any person or organization.
 - d. You must provide us with proof of loss and any other required documents within 60 days of our request. You must also permit us to examine and copy any of your books and records at any reasonable time. You, your "employees" and your agents must, if we require you to, submit to examination under oath at such times as may be required, and sign a copy of the examination.
 - e. No insureds will, except at their own cost, assume any obligation, or incur any expense without our consent.

SECTION V - DEFINITIONS is amended to add the following:

"Concrete rework" means the alteration, repair, removal or replacement of a "concrete product"

"Concrete product" means any product you directly install consisting of concrete, cement, sand, mortar mix or related materials

"Cosmetic defects" means a superficial or surface defect that does not affect the structural integrity of the "concrete product"

"Loss" means your direct labor expense associated with a "concrete rework" project

"Subsidence" means earth movement, including but not limited to:

- a. Landslide;
- b. Mud flow;
- c. Earth sinking;
- d. Earth rising;
- e. Collapse or movement of fill;
- f. Improper compaction;
- g. Earth settling, slipping, falling away, caving in, eroding, tilting or shifting;
- h. Earthquake; or
- i. Any other movement of land or earth.

S. LOST KEY COVERAGE

As it applies to this coverage,

SECTION I, COVERAGE A, is amended to include as follows:

We will pay those sums, subject to the limits of liability and deductible stated herein, that you become legally obligated to pay as damages due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- 1. Actual cost of the keys;
- 2. Cost to adjust locks to accept new keys; or
- 3. Cost of new locks, if required, including the cost of installation.

Item **2. Exclusions** of **SECTION I, COVERAGE A**, is amended to include the following:

- 1. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured.
- 2. Any resulting loss of use from the loss or mysterious disappearance of keys; or
- 3. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:
 - a. Misappropriation;
 - b. Concealment;
 - c. Conversion;
 - d. Fraud; or
 - e. Dishonesty

Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A do not apply to Lost Key Coverage.

SECTION III - LIMITS OF INSURANCE is amended to include the following:

1. The Lost Key Coverage Occurrence Limit shown below is the most we will pay for each occurrence for damages for Lost Key Coverage provided in this endorsement.
2. The Lost Key Coverage Policy Aggregate Limit shown below is the most we will pay for all occurrences covered by this endorsement during the policy period.

Lost Key Coverage Occurrence Limit	\$50,000
------------------------------------	----------

Lost Key Coverage Policy Aggregate Limit	\$50,000
--	----------

Lost Key Coverage Deductible	\$ 1,000
------------------------------	----------

3. The Lost Key Coverage Policy Aggregate Limit shall be included within and not be in addition to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit (whichever applies), as stated in the declarations and as described in **SECTION III - LIMITS OF INSURANCE** .

Our obligation under this coverage to pay damages on your behalf applies only to the amount of damages in excess of the Lost Key Coverage Deductible stated above. The deductible applies on an "occurrence" basis.

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.

T. ELECTRONIC DATA LIABILITY COVERAGE

- A. Exclusion 2.p. of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph 2. EXCLUSIONS of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to SECTION V – DEFINITIONS :

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

D. For the purposes of this coverage, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:

"Property damage" means:

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

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

U. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions:**

“Residential project” means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A “residential project” does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

V. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree 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 the premises, designated in the written contract or written agreement, that is leased to you and 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 the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

VI. AUTOMATIC ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

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

This insurance does not apply to:

- a. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality; or
- b. “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

X. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

Y. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

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

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

CYNDEEGRAVES

DATE (MM/DD/YYYY)
4/17/2025

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS NFP Property & Casualty Services, Inc. 6992 East Broadway Boulevard Tucson, AZ 85710	PHONE (A/C, No, Ext): (520) 571-1900	COMPANY NAME AND ADDRESS Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653--0002	NAIC NO: 22292
Contact name: CynDee Graves		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
FAX (A/C, No): (520) 571-9667	E-MAIL ADDRESS:		
CODE: 2301559	SUB CODE:	POLICY TYPE Installation / Builders Risk Commercial	
AGENCY CUSTOMER ID #: MWMORRI-01			
NAMED INSURED AND ADDRESS MW Morrissey Construction LLC 3497 N Campbell Ave Suite 703 Tucson, AZ 85719	LOAN NUMBER	POLICY NUMBER IH4-J999625-11	
	EFFECTIVE DATE 1/1/2025	EXPIRATION DATE 1/1/2026	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 3,582,972.00	DED: 2,500			
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	YES NO N/A	If YES, LIMIT: Actual Loss Sustained; # of months:		
BLANKET COVERAGE	<input checked="" type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$		
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	Attach Disclosure Notice / DEC		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input checked="" type="checkbox"/>			
IS DOMESTIC TERRORISM EXCLUDED?	<input checked="" type="checkbox"/>			
LIMITED FUNGUS COVERAGE	<input checked="" type="checkbox"/>	If YES, LIMIT: DED:		
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input checked="" type="checkbox"/>			
REPLACEMENT COST	<input checked="" type="checkbox"/>			
AGREED VALUE	<input checked="" type="checkbox"/>			
COINSURANCE	<input checked="" type="checkbox"/>	If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>	If YES, LIMIT: DED:		
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input checked="" type="checkbox"/>	If YES, LIMIT: DED:		
- Demolition Costs	<input checked="" type="checkbox"/>	If YES, LIMIT: DED:		
- Incr. Cost of Construction	<input checked="" type="checkbox"/>	If YES, LIMIT: DED:		
EARTH MOVEMENT (If Applicable)	<input checked="" type="checkbox"/>	If YES, LIMIT: DED: 25,000		
FLOOD (If Applicable)	<input checked="" type="checkbox"/>	If YES, LIMIT: DED: 50,000		
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		If YES, LIMIT: DED:		
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:		If YES, LIMIT: DED:		
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input checked="" type="checkbox"/>			

CANCELLATION

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

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
NAME AND ADDRESS Pima County 150 W Congress St. 5th Floor Tucson, AZ 85701			AUTHORIZED REPRESENTATIVE <i>CynDee Graves</i>

**ADDITIONAL REMARKS SCHEDULE**

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED MW Morrissey Construction LLC 3497 N Campbell Ave Suite 703 Tucson, AZ 85719 Pima	
POLICY NUMBER IH4-J999625-11		EFFECTIVE DATE: 01/01/2025	
CARRIER Hanover Insurance Company	NAIC CODE 22292		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

Special Conditions:**LOCATION/DESCRIPTION**

Monthly Builders Risk Reporting for Ground Up Construction, Non-Structural Renovations & Tenant Improvement Commercial Projects in a Public Protection Class 1-8. Projects in a Protection Class 9 or 10 may be added with UW approval. Builders Risk Coverage is "all risk" subject to policy forms, terms, conditions & exclusions

COVERAGE/CONSTRUCTION

\$5,000,000 Frame Limit Any One Building
\$6,500,000 Joisted Masonry/Non-Combustible Limit Any One Building
\$11,000,000 Masonry/Non-Combustible & Better Limit Any One Building
\$250,000 Covered Property in Transit
\$250,000 Covered Property in Temporary Storage or Off-Site Fabrication

Replacement Cost, Permission to Occupy Granted, Soft Costs \$100,000

Windstorm included except exclusions for jobsites located in all high hazard counties & located in the entire state of Florida

\$2,500,000 Maximum Per Occurrence/Aggregate Flood Limit Zone B or Shaded X

\$1,000,000 Maximum Per Occurrence/Aggregate Flood Limit Zone D, N or MN

Flood Coverage Excluded for Flood Zones A or V

Flood Deductible \$50,000

\$2,500,000 Maximum Per Occurrence/Aggregate Earthquake Limit

Earthquake is excluded for any jobsite within 150 miles of New Madrid, MO, State of Alaska, State of CA, State of Oregon, State of WA, State of Hawaii & Puerto Rico

Earthquake Deductible \$25,000

Blanket Mortgagee/Loss Payee: If required by written contract, certificate holders shown as mortgagee/loss payees are included ATIMA to the property shown on the evidence

Additional Named Insureds: When required by written contract, the following persons or organizations are included as additional named insureds, when executed prior to loss, but only to the extent of their financial interest: 1. Owner(s) of Covered Property 2. Contractors and sub-contractors of every tier

RE: #25-010 Ft. Lowell Donaldson House & Commissary, 5531 & 5477 E. Ft. Lowell Road, Tucson AZ

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:

MW Morrissey Construction, LLC

(hereinafter "Principal"), as Principal, and Atlantic Specialty Insurance Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of New York
with its principal office in the City of Plymouth, MN, 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 * **\$3,582,972.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated 05/06/25
for:

Contract No. PO2500010930

IFB-2500000461 Fort Lowell Donaldson House and Commissary Rehabilitation of Historic Structures

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 6th day of May, 2025.

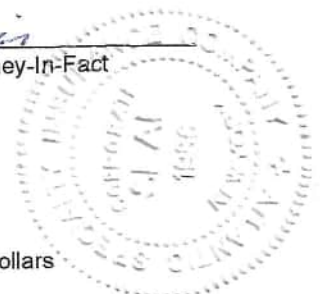
MW Morrissey Construction, LLC
Principal

By: [Signature]

Atlantic Specialty Insurance Company
Surety

By: [Signature]
Tina Marie Perkins, Attorney-In-Fact

* Three Million Five Hundred Eighty Two Thousand Nine Hundred Seventy Two and 00/100 Dollars



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:

MW Morrissey Construction, LLC

(hereinafter "Principal"), as Principal, and Atlantic Specialty Insurance Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of New York,
with its principal office in the City of Plymouth, MN, 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 * **\$3,582,972.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated 05/06/25
for:

Contract No. PO2500010930

**IFB-2500000461 Fort Lowell Donaldson House and Commissary Rehabilitation of Historic
Structures**

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 6th day of May, 2025.

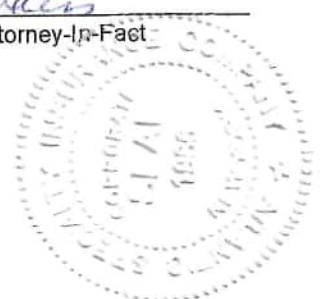
MW Morrissey Construction, LLC
Principal

By: 

Atlantic Specialty Insurance Company
Surety

By: 

Tina Marie Perkins, Attorney-In-Fact



* Three Million Five Hundred Eighty Two Thousand Nine Hundred Seventy Two and 00/100 Dollars



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alexandra Haas, Brian D Wilder, Debbie Clayton, Holly Byrd, Randi L. Morgan, Tina Marie Perkins**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

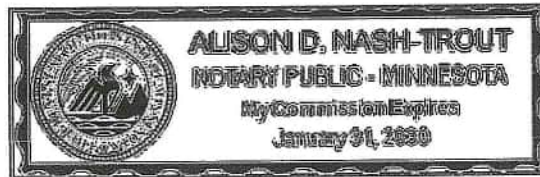
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of May, 2025.

This Power of Attorney expires
January 31, 2030



Kara L.B. Barrow, Secretary