



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 04/02/24

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Progressive Services, Inc. dba Progressive Roofing (Headquarters: Phoenix, AZ)

**\*Project Title/Description:**

Roofing Services for Sporting Chance Center (EXTB24)

**\*Purpose:**

Award: Contract No. CT-FM-24-392. This award of contract is to rehabilitate the roof of the Sporting Chance Center in the amount of \$352,741.00 for a contract term of 04/02/24 to 10/30/24. Administering Department: Facilities Management.

**\*Procurement Method:**

Pursuant to the Emergency and other Limited Competition authority of A.R.S. §34-606 and Pima County Procurement Code 11.20.060, per the attached approval of the County Administrator dated February 28, 2024, award of CT-FM-24-392 is recommended to the above-named contractor which has accepted the terms of the County's standard construction contract and with which the County has negotiated a satisfactory agreement.

Attachments: Emergency Procurement Memorandum and Contract.

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

To provide a leakproof roof structure over a large indoor sports complex that has experienced leaks. This will ensure no water-related damage to the expensive wood flooring surfaces (courts) as well as limit the County's exposure to liability for standing water and injuries. This project will also improve the R-value (insulation) rating for the building due to the current condition of a single layer uninsulated standing seam metal roof.

**\*Public Benefit:**

This project will ensure a watertight roof structure which will eliminate occurrences of standing water and provide a safer environment for the public that utilizes this facility. An improved insulation layer will contribute to savings for County taxpayers due to lower operating, utility and roof repair costs.

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

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

**\*Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 24-392
Commencement Date: 04/02/24 Termination Date: 10/30/24 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 352,741.00 \* Revenue Amount: \$

\*Funding Source(s) required: Facilities Renewal 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: James Johnson Digitally signed by James Johnson Date: 2024.03.13 12:53:03 -07'00' Division Manager: Scott Loomis Digitally signed by Scott Loomis Date: 2024.03.13 12:59:54 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.03.13 13:52:33 -07'00' Telephone: 520.724.7465

Department Director Signature: Tony Cisneros Digitally signed by Tony Cisneros Date: 2024.03.14 11:06:15 -07'00' Date:

Deputy County Administrator Signature: Date: 3/15/2024

County Administrator Signature: Date: 3/15/2024

**MEMORANDUM**

**Date:** February 28, 2024

**To:** Jan Leshar  
County Administrator

**From:** Tony Cisneros   
Director

**Re:** Emergency Procurement for Roofing Services at Sporting Chance Center

The County-owned property at 2100 W. Curtis Road (Sporting Chance Center) is in dire need of an updated roofing system before the upcoming monsoon season begins to prevent potential liabilities and damage to the wood flooring at this facility. Prior efforts to improve this roof were proven unsuccessful; therefore, a new roofing system is necessary. Facilities Management (FM) has no staff available to provide this extensive roofing service.

A requisition (RQS) for a standard Invitation to Bid will take approximately 6 to 8 weeks to award, which if expedited, would be in late April or early May. There would be an additional 2 to 4 weeks to schedule the roofing repair work, which exposes this project to adverse risk of the monsoon season.

Attached are photos and a quote from Progressive Roofing for \$347,528.00, which exceeds the current master agreement (MA-PO-23-042) job order limit of \$200,000.00. This vendor is the only Job Order Contractor on this MA. It is in the County's best interest to complete this project before monsoon season begins, and the recommended vendor is willing and able to provide these services within this timeframe.

In accordance with A.R.S. § 34-606, I request your approval for Emergency Procurement to select Progressive Roofing to provide roofing services at the Sporting Chance Center in the amount not to exceed \$400,000.00. FM Renewal Exterior funds will be used to fund this contract.

TC/lsm

Attachments

Concur:

  
\_\_\_\_\_  
Steve Holmes, Deputy County Administrator

2-28-2024  
\_\_\_\_\_  
Date

**APPROVED / NOT APPROVED**

  
\_\_\_\_\_  
Jan Leshar, County Administrator

2-28-2024  
\_\_\_\_\_  
Date

**PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT**

**PROJECT:** Roofing Services for Sporting Chance Center (EXTB24)

**CONTRACTOR:** Progressive Services, Inc. dba Progressive Roofing  
23 N. 35<sup>th</sup> Ave.  
Phoenix, AZ 85009

**CONTRACT NO.:** CT-FM-24-392

**AMOUNT:** \$352,741.00

**FUNDING:** FACILITIES RENEWAL 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 Progressive Services, Inc. dba Progressive Roofing, 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 Roofing Services for Sporting Chance Center ("Project").
- 1.3. Solicitation. It was determined under the emergency procurement provisions of A.R.S. 34-606 and Pima County Code 11.20.060 that a competitive procurement would be contrary to the County's interests.

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

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on 04/02/2024, and terminates on 10/30/2024, 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 100 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 Exhibit A – Scope of Work (6 Pages), Exhibit B – Fee Proposal (1 Page), Exhibit C – 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 Article 24, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
  - 4.1.2 Price. Total payment for this Contract will not exceed (\$352,741.00). Payment for this Contract will be made based on Exhibit B – Fee Proposal (1 Page).
  - 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 (3) 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 Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, 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 Article 17.

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

17. **Termination for Convenience of County.** County may terminate this Contract at any time by giving written notice to 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:  
 Tony Cisneros, Director  
 Facilities Management Department  
 150 W. Congress St., 3<sup>rd</sup> Floor  
 Tucson, AZ 85701  
 Tel: (520) 724-3037

CONTRACTOR:  
 Mike Galeski, General Manager  
 Progressive Services Inc.  
 dba Progressive Roofing  
 4222 W. Jeremy St.  
 Tucson, AZ 85741  
 Tel: (520) 744-6707

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 Exhibit A – Scope of Work, Exhibit B – Fee Proposal, Bonds (Payment, and Performance Bonds), Exhibit C – General Conditions, Special Provisions, Technical Specifications and Plans, Construction Documents, Drawings and Specifications. 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 A – Scope of Work  
21.2.3. Exhibit B – Fee Proposal  
21.2.4. Exhibit C – General Conditions  
21.2.5. Special Provisions, Technical Specifications, and Plans
- 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 Article 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this 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. **Amendment.** Except for the amendment provision above in Article 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.

34. **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***

35. **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:

*Mike Galeski*  
\_\_\_\_\_  
Signature

Mike Galeski GM  
\_\_\_\_\_  
Name and Title (Please Print)

3/19/23  
\_\_\_\_\_  
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 - Scope of Work (6 Pages)

### SCOPE OF WORK

**At South Metal Roof Section:**

**Erect and maintain fall protection system and controlled access zone for the protection of the public or tenants of the building.**

**Clean and prep existing metal panel roof system.**

**Install new 2" polystyrene flute-fill insulation board.**

**Install one layer of new 1/2" dens deck cover board mechanically attached over flute-fill insulation per manufacturer's recommendations.**

**Install new mechanically attached 60 mil white TPO field membrane per manufacturer's recommendations.**

**Install new drip edge metal.**

**Clean and remove all work-related debris and refuse.**

**Provide contractor's two-year warranty and manufacturer's twenty-year no-dollar-limit warranty.**

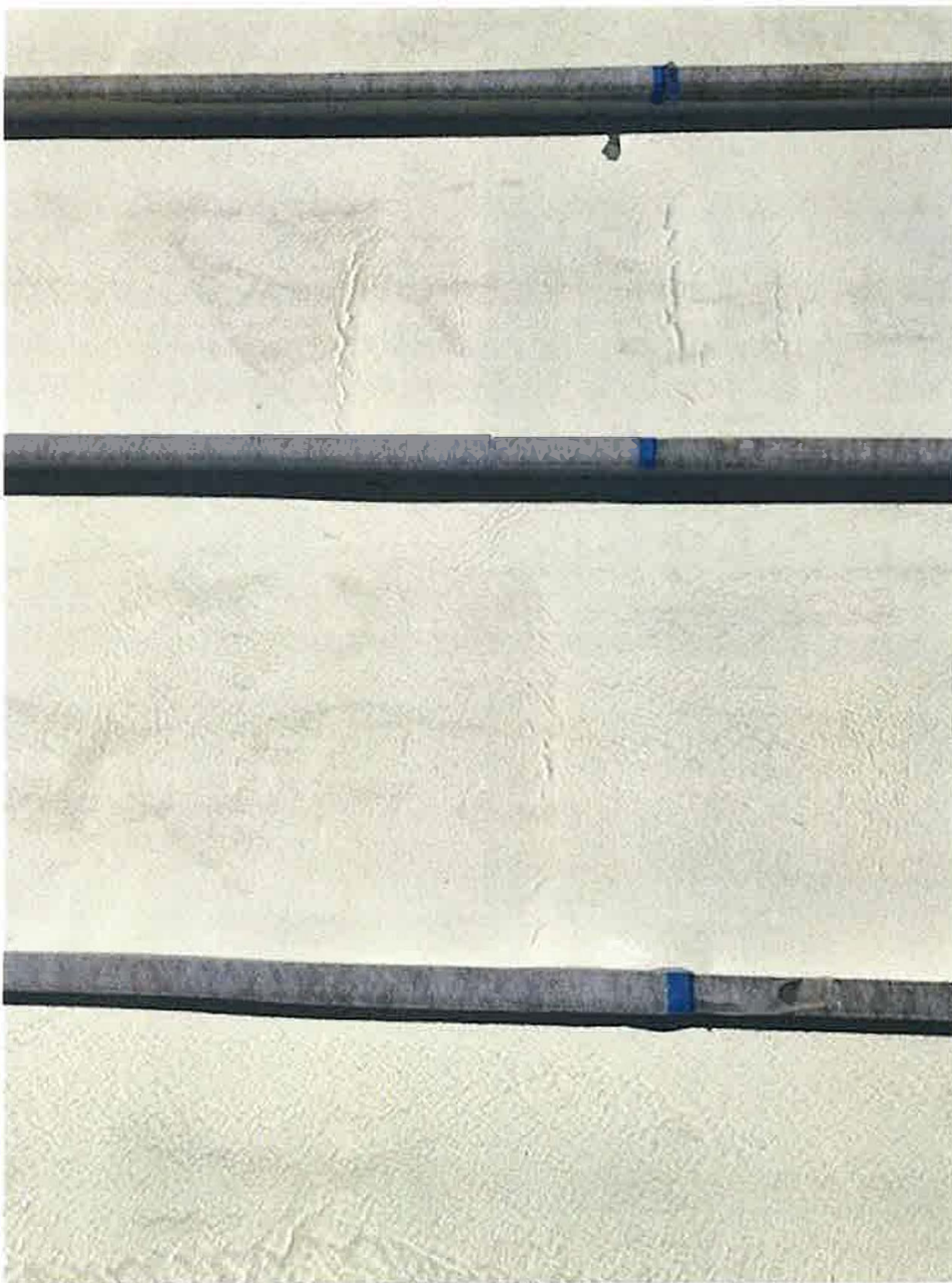
**Exclusions:** Mechanical, electrical, stucco, plumbing, carpentry, structural, asbestos abatement or any other work not specifically noted above in Exhibit A.

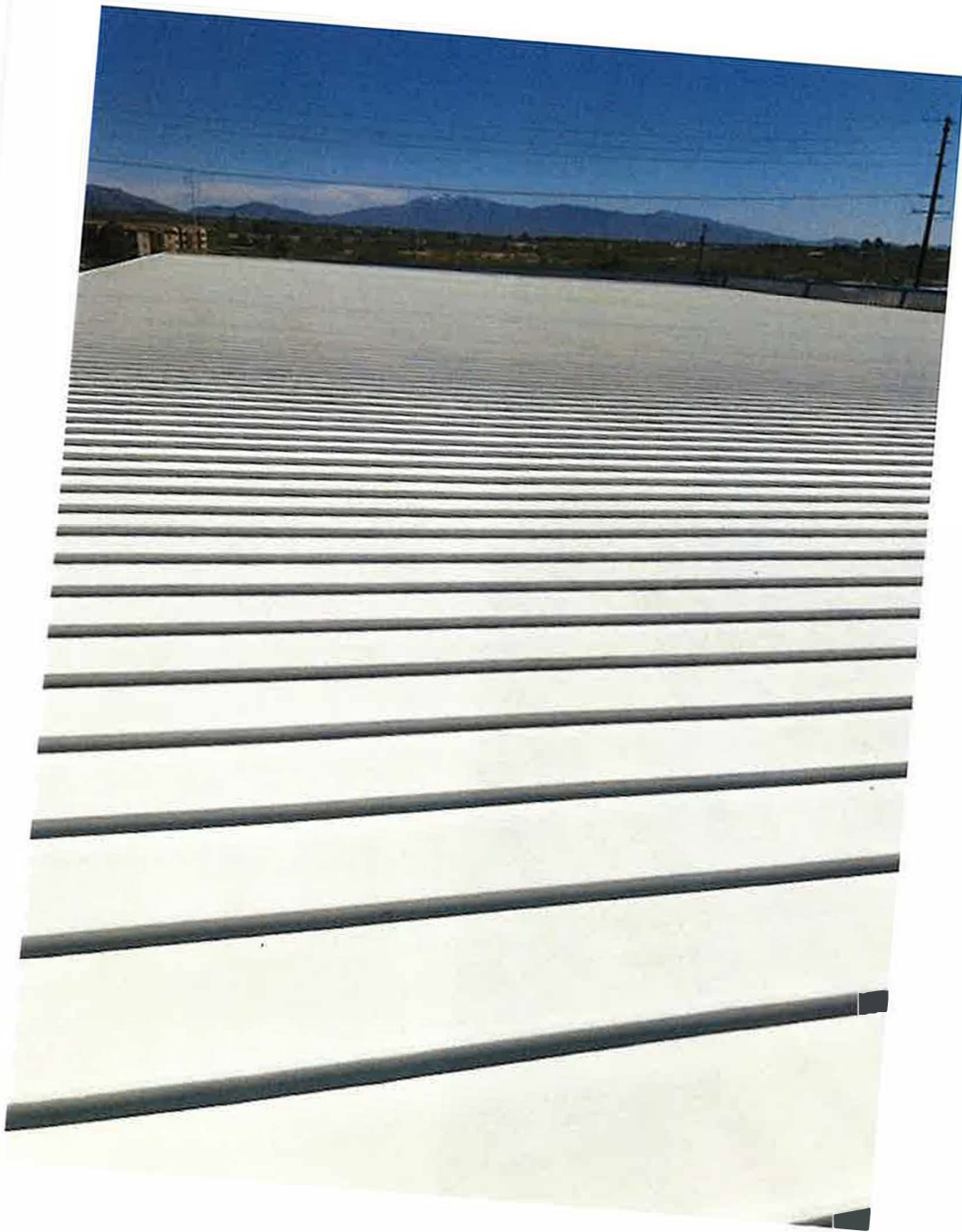
# Sporting Chance Center

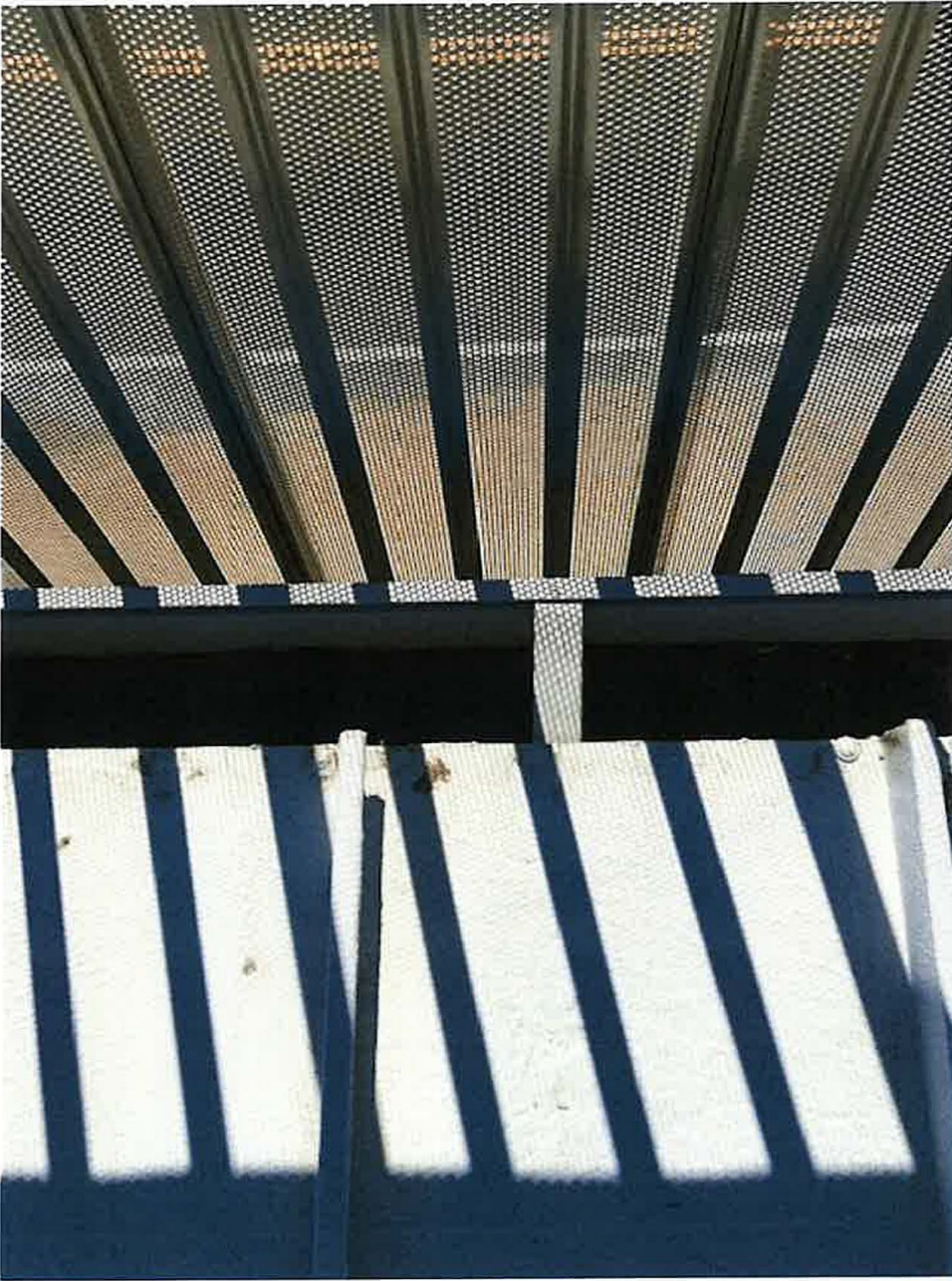












**End Exhibit A - Scope of Work**



# PROGRESSIVE ROOFING



## PROPOSAL AND CONTRACT

OWNER'S NAME: Pima County Outlying Maintenance

JOB NAME: Sporting Chance

ADDRESS:

JOB ADDRESS: 2100 West Curtis Road

CITY/STATE: Tucson, AZ

OWNER'S AGENT: Robert LaBlue

Progressive Services, Inc. dba Progressive Roofing (hereinafter "Contractor" or "Progressive Roofing"), an Arizona, California, Colorado, New Mexico & Texas licensed contractor proposes to the perform in a workmanlike manner and in compliance with all applicable laws, statutes, ordinances, regulations, and rules, the roofing construction work described below ("Work") under Specifications for the Owner at the above referenced location.

1. NATURE AND SCOPE OF WORK: Progressive Roofing shall furnish the labor and material necessary to perform the roofing work described in the Scope of Work, attached as Exhibit A. Progressive Roofing does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Progressive Roofing assumes no responsibility for structural integrity, compliance with building codes or design. Owner warrants that any plans, specifications or other design documents that have been furnished to Progressive Roofing are sufficient and conform to all applicable laws and building codes. Progressive Roofing is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations. Owner warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding of water on the roof. All roofs should have positive drainage.

TOTAL CONTRACT PRICE FOR THE ABOVE  
**\$352,741.00**  
DOLLARS AND 00/100 CENTS

2. CONTRACT PRICE: Progressive Roofing proposes to perform the work in accordance with the above specifications and the Scope of Work (Exhibit A) for the price listed above. The Contract price is payable as follows: unless stated otherwise on this proposal or otherwise agreed upon in writing, Owner shall pay a 30% down upon signing agreement. Progressive Roofing shall provide invoices for progress payments. Progress payments shall be made based upon percentage completed. 95% of the contract price must be paid at or before substantial completion and the final 5% is due upon presentation of warranty and any other documents that are required by this Contract. The deposit is due upon signing. All other payments shall be due within 10 days of the invoice date. Each invoice shall show the percentage of completion of the Works. Owner agrees to pay a late fee equal to 1.5% per month on all past due invoices under this Proposal and Contract.

3. TERMS AND CONDITIONS: The terms and conditions set forth herein attached are part of this Proposal and Contract. Owner acknowledges receipt thereof.

4. CONTRACTOR'S RIGHT TO RESCIND: Contractor reserves the right to withdraw or revise this Proposal until such time as Owner communicates his acceptance to Contractor. This proposal may be withdrawn after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated below if not earlier accepted, revised or withdrawn.

5. ACCEPTANCE: Acceptance of this Proposal by Owner shall be acceptance of all TERMS AND CONDITIONS recited herein. Upon acceptance, this Proposal shall become a binding contract between Contractor and the Owner. This Proposal and the plans, specifications and other documents, if any referenced in this proposal shall constitute the entire agreement between the parties.

Respectfully Submitted By,  
**Randy Koder**  
Progressive Roofing

Accepted by,

Date: March 13, 2024

Signature (check one): ( ) owner; ( ) owner's agent

Name: \_\_\_\_\_

Title: \_\_\_\_\_

047565 C-42 (AZ)  
073961 L-42 (AZ)  
082792 BE (AZ)  
577294 B, C39, 43 (CA)

**PROGRESSIVE SERVICES, INC. D.B.A. PROGRESSIVE ROOFING**  
23 N. 35<sup>th</sup> Avenue • Phoenix, AZ 85009  
(602) 278-4900 • fax (602) 278-6896

54577 (LA);  
160660 CCR (MT);  
034331 GS-21 (NM);  
22525 C-15A (NV);

## **EXHIBIT C - 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 Facilities Management Department 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 <http://webcms.pima.gov/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 substantially complete Work under this contract for beneficial occupancy, as defined in A.I.A. Doc. A201 subparagraph 8.1.3., 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 **THREE PERCENT (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 one (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 two hundred fifty dollars (**\$250.00**) **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 three (3) workdays, CONTRACTOR will provide a recovery plan to COUNTY within five (5) days of COUNTY's request.
- (3) A delay in the work attributable to any other cause, including strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the control of COUNTY or CONTRACTOR and that arises without the fault or negligence of either, is an excusable delay for which COUNTY and CONTRACTOR agree to negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
- (4) If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date shall not be changed.

- (5) If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment therefor.
- (6) COUNTY and CONTRACTOR will negotiate an equitable adjustment of cost for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the work.

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

County will grant approval of time extension for delays only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 21. Contractor's failure to maintain the daily logs in the manner described above will result in COUNTY's denial of the claim for time extension.

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

**Article 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, five (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 SubContractor, 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 three (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 fifteen (15) days of the occurrence of the event giving rise thereto and

written supporting data will be submitted to the COUNTY within forty-five (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) 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 shall be inspected, serviced and maintained in accordance with manufacturer's instructions.
4. Fire Fighting and control equipment shall be readily visible and unobstructed at all times; shall not be made inoperative or used for other purposes.



5. Installation of fire protection piping and hydrants (as specified in bid documents) shall 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 shall not be installed. Temporary electrical installations shall be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.
8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases shall be kept outside of buildings under construction; one day's working supply of such items may be inside at any time. Flammable fluids shall be in approved containers only; open containers are prohibited.
9. Only flame resistant tarpaulins or coverings shall be used for protecting stored supplies and equipment.
10. Smoking shall be prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas. "No Smoking" signs shall be posted accordingly.
11. Fires, welding, flame cutting, melting, and similar operations in combustible areas shall not be left unattended.
12. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills shall be cleaned up promptly.
13. All rags, waste, etc. soiled by combustible or flammable materials shall be placed in tightly closed metal containers and disposed of daily.
14. Tar kettles shall be located outside of and as far away as possible from building.
15. All portable cylinders of compressed gases shall be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; shall be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps shall be in place when cylinders are not in use.
16. Welding and cutting operations shall be performed only by competently proven personnel.
17. Construction debris shall be removed from buildings and site daily. Reasonably good housekeeping shall be maintained at all times.
18. All machines using cutting oil shall have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below 100 degree F. shall be used for cleaning equipment or parts.
20. No smoking or open fire of any kind shall be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish shall not be allowed to accumulate on project site.
22. Adequate precautions shall be taken to protect extensive form work and scaffolding from exposure to and spread of fire.

23. Moveable heating devices, when used, shall 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 shall be made by Contractors authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel shall 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.      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.

**End of Exhibit C – General Conditions**

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

Bond No. DUA001068-Revised

KNOW ALL MEN BY THESE PRESENTS THAT:

**Progressive Services, Inc. dba Progressive Roofing**

(hereinafter "Principal"), as Principal, and Axis Insurance Company  
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of IL,  
with its principal office in the City of Alpharetta, 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 **\$352,741.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, **2<sup>nd</sup> of April, 2024** for:

**CT-FM-24-392 for Roofing Services for Sporting Chance Center (EXTB24)**

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 12 day of March, 2024.

Progressive Services, Inc. DBA Progressive Roofing  
23 North 35th Avenue, Phoenix, AZ 85009

By: \_\_\_\_\_

**Principal**  
Axis Insurance Company

10000 Avalon Blvd., Suite 200, Alpharetta, GA 30009

By: \_\_\_\_\_

Surety

Andrew Thome, Attorney-in-Fact & Agent of Record

Agent of Record Address:  
Marsh McLennan Agency  
825 Maryville Centre Drive, Suite 200, St. Louis, MO 63017



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

Bond No. DUA001068-Revised

KNOW ALL MEN BY THESE PRESENTS THAT:

**Progressive Services, Inc. dba Progressive Roofing**

(hereinafter "Principal"), as Principal, and Axis Insurance Company

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of IL with its principal office in the City of Alpharetta, 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 **\$352,741.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, **2nd of April, 2024** for:

**CT-FM-24-392 for Roofing Services for Sporting Chance Center (EXTB24)**

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 12 day of March, 20 24.

Witness our hands this 12 day of March, 20 24.

Progressive Services, Inc. DBA Progressive Roofing  
23 North 35th Avenue, Phoenix, AZ 85009

By: \_\_\_\_\_

Principal  
Axis Insurance Company  
10000 Avalon Blvd., Suite 200, Alpharetta, GA 30009

By: \_\_\_\_\_

Surety

Andrew Thome, Attorney-in-Fact & Agent of Record

Agent of Record Address:  
Marsh McLennan Agency  
825 Maryville Centre Drive, Suite 200, St. Louis, MO 63017



State of Missouri  
County of St. Louis

On 3/12/2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew Thome known to me to be Attorney-in-Fact of

**Axis Insurance Company**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



**Donna Robson**, Notary Public

DONNA ROBSON NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSIONED FOR ST. CHARLES COUNTY MY COMMISSION EXPIRES JUN. 21, 2025 ID #17367942
--

My Commission Expires: \_\_\_\_\_

POWER OF ATTORNEY

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

Andrew Thome, Blake Messer, Donna Robson, Christina Culotta and Dana Johnessee.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified  
AXIS Insurance Company

By: [Signature]  
Printed Name: Andrew M. Weissert  
Title: Senior Vice President



STATE OF GEORGIA  
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

[Signature]  
Notary Public



CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 12 day of March, 20 24

By: [Signature]  
Printed Name: Frances R. Mathis  
Title: Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2024

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC Company - St. Louis 825 Maryville Centre Dr. Suite 200 Chesterfield MO 63017	<b>CONTACT NAME:</b> Kelli Dickson <b>PHONE (A/C, No, Ext):</b> 314-594-2696 <b>E-MAIL ADDRESS:</b> Kelli.Dickson@MarshMMA.com		<b>FAX (A/C, No):</b> 888-307-1562
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Progressive Services, Inc. dba Progressive Roofing 23 North 35th Avenue Phoenix AZ 85009	<b>INSURER A :</b> Amerisure Mutual Insurance Company		23396
	<b>INSURER B :</b> Lloyds of London		55555
	<b>INSURER C :</b> Homesite Insurance Company of Florida		11156
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 771423990

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP21181940202	8/1/2023	8/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA21181630202	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CXP14004051702	8/1/2023	8/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC21181780202	8/1/2023	8/1/2024	<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
B	Builders Risk In Transit / Cargo			B0702GC301090R	8/1/2023	8/1/2024	Per Occurrence 10,000,000 Per Occurrence 2,500,000

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

WC21181780102: Part I WC Statutory Benefits Applies For All States EXCEPT OH, ND, WA & WY.  
 Part II Employers Liability Applies For All States Including OH, ND, WA, & WY.

RE: Roofing Service For Sporting Chance Center - PSI Job #5103-4-050

Pima County Facilities Management Dept is included as Additional Insured(s) for General Liability, including ongoing and completed operations, Automobile Liability and Excess Liability with respect to work performed by the Named Insured, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Pima County Facilities Management Dept  
 150 W Congress ST., 5t Floor  
 Tucson AZ 85701

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

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Progressive Services, Inc. dba Progressive Roofing 23 North 35th Avenue Phoenix AZ 85009	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

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

General Liability, Automobile Liability and Excess Liability coverage is considered primary and non-contributory, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.  
 A waiver of subrogation is granted for General Liability, Automobile Liability, Workers Compensation and Excess Liability coverage where permitted by law and if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.  
 Pima County Facilities Management Dept is an additional insured under the Builders Risk coverage.

**RISK DETAILS**

**UNIQUE MARKET REFERENCE:**

B0702GC301090r

**TYPE:**

Erection / Construction All Risks Insurance, as defined in the attached wording that forms part of this contract.

**INSURED:**

Progressive Services, Inc. (Primary Insured) and as per 'Named Insured Schedule' in INFORMATION, and/or their parent and/or subsidiary and/or associated and/or affiliated and/or controlled companies as their respective rights or interests may appear as now existing or as hereafter created and any other organisation coming under the Insured's control, or of which it assumes active management.

Address: 23 North 35<sup>th</sup> Avenue, Phoenix, AZ 85009, USA

**ADDITIONAL INSUREDS:**

- (1) Project Managers and/or their subsidiary and/or associated companies and/or parent companies (and their subsidiary and/or associated companies)
- (2) Contractor(s) and or their subsidiary and/or associated companies and or parent companies(and their subsidiary and/or associated companies)
- (3) For their onsite physical work only
  - (i) Sub-contractors and/or suppliers and or manufacturers and /or agents and or licensors of any tier to the Principal Insured and/or Additional Insureds (1) and (2) and all others engaged in the carrying out of the Insured Project and/or
  - (ii) Consultants in respect of their activities at the Project Location of the Insured Project only
- (4) Funder(s) and their respected permitted successors assigns agents directors officers employees and servants
- (5) Project owner(s)/employer(s) and or their subsidiary and/or associated companies and/or parent companies (and their subsidiary and/or associated companies), for their respective rights and interests where required under a contract.

All for their respective rights and interests

**PERIOD OF INSURANCE:**

This contract shall be effective from 1<sup>st</sup> August, 2023 until 1<sup>st</sup> August, 2024.

All dates at 12.01 a.m. local standard time at the address of the Primary Insured.

DocumentID: EDBROKING\22701929.1

EBG 1st Signature

EBG 2nd Signature



XIS  
GREAT  
LAKES  
Slip Leader

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

## **ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the

### **BUSINESS AUTO COVERAGE FORM**

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

The premium for this endorsement is \$ INCLUDED

#### **1. EXTENDED CANCELLATION CONDITION**

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph **A.2.** is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b.** 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1)** Coverage under this provision is afforded only until the end of the policy period;
  - (2)** Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3)** Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e.** Any "employee" of yours using:
  - (1)** A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2)** An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f.** Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g.** Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".  
This provision does not apply:
  - (1)** Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

**SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS**, paragraph **5. Fellow Employee** is deleted and replaced by the following:

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

**A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

**B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

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- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

## 6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

## 7. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

### 4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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## 8. AIRBAG COVERAGE

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, Paragraph **3**. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

## 9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

## 10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

## 11. KNOWLEDGE OF ACCIDENT

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". 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.

## 12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

## 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

<b>Named Insured:</b> PROGRESSIVE SERVICES INC
<b>Endorsement Effective Date:</b> 08/01/2023

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b>  PIMA COUNTY, AZ PIMA COUNTY FACILITIES MANAGEMENT DEPT, 150 W CONGRESS ST 5TH FLOOR  TUCSON, AZ 85701</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.





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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PIMA COUNTY, AZ  PIMA COUNTY FACILITIES MANAGEMENT DEP 150 W CONGRESS ST, 5TH FLOOR TUCSON, AZ 85701	ROOFING SERVICE FOR SPORTING CHANCE CENTER - PSI JOB #5103-4-50
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
PIMA COUNTY, AZ, PIMA COUNTY FACILITIES MANAGEMENT DEPT 150 W CONGRESS ST, 5TH FLOOR TUCSON, AZ 85701	ROOFING SERVICE FOR SPORTING CHANCE CENTER - PSI JOB #5103-4-50
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

**CONTRACTOR’S BLANKET FLEX ADDITIONAL INSURED  
ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>Policy Number</b> CPP 2118194 0202	<b>Agency Number</b> 0305804	<b>Policy Effective Date</b> 08/01/2023
<b>Policy Expiration Date</b> 08/01/2024	<b>Date</b> 07/17/2023	<b>Account Number</b> 20079864
<b>Named Insured</b> PROGRESSIVE SERVICES INC	<b>Agency</b> JW TERRILL, A MARSH MCLENNAN AGCY	<b>Issuing Company</b> AMERISURE MUTUAL INSURANCE COMPANY

**A. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a “written agreement” that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such “written agreement”.
2. If “your work” began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
  - a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
  - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a “written agreement” means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of “bodily injury”, “property damage”, or “personal and advertising injury” that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

**B.** The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the “written agreement” specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work” for that insured by or for you.
2. If the “written agreement” requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the “written agreement” requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the “written agreement”.
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

**C.** The insurance provided to an additional insured under this endorsement does not apply to:

1. “Bodily injury” or “property damage” included in the “products-completed operations hazard” unless the “written agreement” specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the “written agreement” requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the “written agreement”.
2. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of, or failure to render, any professional services, including but not limited to:
  - a. The preparing, approving, or failing to prepare or approve:
    - (1) Maps;
    - (2) Drawings;
    - (3) Opinions;
    - (4) Reports;
    - (5) Surveys;
    - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the “written agreement” or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the “written agreement” requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

**b. Method of Sharing**

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

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

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

## **CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

#### 1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

**A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.

**B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:

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

#### 2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

**A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.

**B.** Exclusion **k. Damage to Your Product** does not apply to:

1. The use of elevators; or
2. Liability assumed under a sidetrack agreement.

#### 3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

**A.** Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.

**B.** Coverage under this provision **3.** does not apply to “property damage” that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

#### 4. PRODUCT RECALL EXPENSE

**A.** Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:

1. Failure of any products to accomplish their intended purpose;
2. Breach of warranties of fitness, quality, durability or performance;
3. Loss of customer approval or any cost incurred to regain customer approval;
4. Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
5. Caprice or whim of the insured;
6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
8. Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.

**B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

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a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of “bodily injury” and “property damage” included in the “products-completed operations hazard” and

b. “Product recall expenses”.

8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all “product recall expenses” arising out of the same defect or deficiency.

## 5. **NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

[This exclusion does not apply to:]

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

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

[This exclusion does not apply to:]

(6) An aircraft you do not own, provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) The aircraft is rented to you with a trained, paid crew; and

(c) The aircraft is not being used to carry any person or property for a charge.

## 6. **BLANKET CONTRACTUAL LIABILITY – RAILROADS**

Under **SECTION V – DEFINITIONS**, paragraph c. of “Insured Contract” is deleted and replaced by the following:

c. Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph f.(1) of “Insured Contract” is deleted.

## 7. **CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**

Under **SECTION I – COVERAGE B.**, paragraph 2. **Exclusions**, paragraph e. **Contractual Liability** is deleted.

## 8. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

## 9. **BROADENED WHO IS AN INSURED**

**SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 10. of this endorsement.

Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:

      - (i) Managers;
      - (ii) Supervisors;
      - (iii) Directors; or
      - (iv) Officers;

with respect to "bodily injury" to a co-"employee".
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only;

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- (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
  - (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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 paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory

relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded until the end of the policy period.
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

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.

## 10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9.**, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION II – LIMITS OF INSURANCE**, provisions **11.** through **14.** of this endorsement amend the policy as follows:

## 11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

## 12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

## 13. INCREASED MEDICAL PAYMENTS LIMIT

**A.** **SECTION III – LIMITS OF INSURANCE**, paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

**B.** This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

## 14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

**A.** The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph **2. Exclusions**;
2. **SECTION IV**, paragraph **4.b. Excess Insurance**.

**B.** The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

**C.** The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

**D.** This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

**E.** “Specific Perils” means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or “water damage”.

“Water damage” means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

## 15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD’S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.**

**Exclusions, j. Damage to Property**, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15**. is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

## **16. BROADENED KNOWLEDGE OF OCCURRENCE**

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
  - (1)** How, when and where the "occurrence" or offense took place;
  - (2)** The names and addresses of any injured persons and witnesses; and
  - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e.** If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a.**, **b.**, and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f.** You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
  - (1)** Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2)** Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

## **17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph **6. Representations** is deleted and replaced with the following:

### **6. Representations**

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us;
- c.** We have issued this policy in reliance upon your representations; and
- d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

## 18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** 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 them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

## 19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

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

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

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

## 20. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 21. ADDITIONAL DEFINITIONS

- 1. SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b.** Stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e.** Rental of necessary additional warehouse or storage space;

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- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of “your products” that cannot be reused. Disposal expenses do not include:
  - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid “bodily injury” or “property damage”.

## 22. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, subparagraph a. **Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

### a. Expected Or Intended Injury

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

## 23. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, exclusion k. **Damage to Your Product** and exclusion l. **Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

### k. Damage to Your Product

“Property damage” to “your product” arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) “Collapse”; or
- (4) Explosion.

For purposes of exclusion k. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

### l. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”. This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) Fire;
  - (b) Smoke;
  - (c) “Collapse”; or
  - (d) Explosion.

For purposes of exclusion l. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

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Subject to **5.** above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

## **24. BROADENED BODILY INJURY COVERAGE**

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

### **3. "Bodily injury"**

#### **a. Means physical:**

- (1)** Injury;
- (2)** Disability;
- (3)** Sickness; or
- (4)** Disease;

sustained by a person, including death resulting from any of these at any time.

#### **b. Includes mental:**

- (5)** Anguish;
- (6)** Injury;
- (7)** Humiliation;
- (8)** Fright; or
- (9)** Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

#### **c. All "bodily injury" described in paragraph 3.b. shall be deemed to have occurred at the time the "bodily injury" described in paragraph 3.a. occurred.**

## **25. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE**

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and
- B.** for "your work" performed within the "products-completed operation hazard"; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose for the project location. These limits are inclusive of and not in addition to the replaced limits.

**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 REQUIRED BY WRITTEN CONTRACT OR CERTIFICATE OF INSURANCE

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

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

This 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 08/01/2023	Policy No. WC21181780202	Endorsement No. 0
Insured Progressive Services Inc. DBA Progressive Roofing	Premium \$	

Insurance Company \_\_\_\_\_ Countersigned by \_\_\_\_\_