



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 09/06/22

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

M. Anderson Construction Corp. (Headquarters: Tucson, AZ), Hallmark Landscape & Design, Inc. (Headquarters: Tucson, AZ), Santa Rita Landscaping, LLC (Headquarters: Tucson, AZ)

***Project Title/Description:**

Job Order Master Agreement: Landscaping Installation and Improvement Services

***Purpose:**

Award: Master Agreement No. MA-PO-23-017. This award of master agreement is recommended to the three (3) highest qualified contractors in an annual shared amount not to exceed \$1,5000,000.00 for an initial agreement term of 09/06/22 to 09/05/23 which may be extended for up to four (4) additional one-year terms. Administering Department: Regional Flood Control District.

This is an indefinite delivery/indefinite quantity job order master agreement. For projects estimated less than \$100,000.00, the department may select a contractor based on availability, specialty or other such basis as the department may determine in its sole discretion. For projects estimated at \$100,000.00 or more, all contractors will be given the opportunity to compete on the basis of cost or cost and schedule through a request for quotation. No individual job order may exceed \$500,000.00.

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2200015 was conducted in accordance with A.R.S. §34-604 and Pima County Board of Supervisors Policy D29.1. Five (5) responsive Statements of Qualifications (SOQs) were received and evaluated by a five (5) member committee using qualifications and experience-based criteria. Based on the evaluation of the respondents' written representation of their qualifications and necessary due diligence, the final list of the three (3) highest qualified contractors is recommended for award.

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

To obtain basic landscape contracting services directly from qualified landscaping contractors without the additional pass-through costs of a general contractor.

***Public Benefit:**

Saves taxpayer dollars and expedites landscape construction completion due to direct communication and interaction with the landscape contractor.

***Metrics Available to Measure Performance:**

Each project will be evaluated and tracked for compliance to all documented requirements of the job order master agreement. Invoices will be reviewed for accuracy to each bid provided. The job order contractors will be evaluated per BOS Policy D29.1 using the standard contractor evaluation forms that consider quality, cost and construction management.

***Retroactive:**

No.

TO: COB on 8/23/22 (1)
Vers: 1
pgs: 95

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-017
Commencement Date: 09/06/22 Termination Date: 09/05/23 Prior Contract Number (Synergen/CMS): _____
☒ **Expense Amount: \$** 1,500,000.00 ☐ **Revenue Amount: \$** _____

***Funding Source(s) required:** Flood Control District Levy and Various Other Funds

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 or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

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

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

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

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

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
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: Keith E. Rogers Digitally signed by Keith E. Rogers Date: 2022.07.26 14:27:38 -07'00' Scott Loomis Digitally signed by Scott Loomis Date: 2022.07.26 14:31:07 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.07.26 17:17:43 -07'00' Telephone: 520-724-3542

Department Director Signature/Date: Eric Shepp Digitally signed by Eric Shepp Date: 2022.07.27 08:43:27 -07'00'

Deputy County Administrator Signature/Date: [Signature] 8/18/2022

County Administrator Signature/Date: [Signature] 8/19/2022
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: July 15, 2022

The Procurement Department hereby issues formal notice to respondents to **Solicitation No. SFQ-PO-2200015 for Job Order Master Agreement: Landscaping Installation and Improvement Services** that the following listed respondents will be recommended for award of a shared Master Agreement in the annual amount of \$1,500,000.00. The award action is scheduled to be performed by the Board of Supervisors on or after August 15, 2022.

Award is recommended to the most qualified Respondents (listed alphabetically):

AWARDEE NAMES

M. Anderson Construction Corp.
Hallmark Landscape & Design, Inc.
Santa Rita Landscaping, LLC

OTHER RESPONDENT NAMES

Golden Rule Construction, LLC
Southwest Siteworks, LLC

NOTE: Pursuant to A.R.S. §34-604(H), only the names of the firms on the final list may be disclosed.

Issued by: Keith E. Rogers, CPPB; Procurement Officer
Telephone Number: 520-724-3542

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

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

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PROJECT: Job Order Master Agreement: Landscaping Installation and Improvement Services

CONTRACTORS: M. Anderson Construction Corp.
4650 N Kain Ave.
Tucson, AZ 85705

Hallmark Landscape & Design, Inc.
7320 N La Cholla Blvd., Suite 154-202
Gilbert, AZ 85741

Santa Rita Landscaping, LLC
755 W Grant Rd.
Tucson, AZ 85705

CONTRACT NO.: MA-PO-23-017

AMOUNT: \$1,500,000.00

FUNDING: FLOOD CONTROL DISTRICT LEVY AND VARIOUS OTHER FUNDS

JOB ORDER MASTER AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Agreement is entered into between Pima County Regional Flood Control District, a special taxing District under A.R.S. Title 48, hereafter called District, and M. Anderson Construction Corp. and, Hallmark Landscape & Design, Inc. and Santa Rita Landscaping, LLC, hereinafter called Contractor in the singular, Contractors in the plural, and collectively referred to as the Parties.
- 1.2. Authority. District has a need to establish an Agreement with up to three (3) Job Order Contractors for Landscaping Installation and Improvement Services.
- 1.3. Qualifications Based Solicitation. District conducted a competitive qualifications-based procurement pursuant to A.R.S. §34-604, for Job Order Contractors under SFQ-PO-2200015. Based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, District selected the three (3) highest qualified Contractors as Job Order Contractors. The Job Order Contractors have agreed to be bound by and adhere to the requirements of this Agreement.

2. Basic Terms, Renewals, Extensions and Revisions.

- 2.1. Initial Term. This Master Agreement (Agreement), as approved by the Board of Directors, commences on September 6, 2022, and terminates on September 5, 2023, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the Job Order Contractors will be assigned and perform tasks and projects under this Agreement.
- 2.2. Extension Options. District, at its sole discretion, may extend up to four (4) additional one-year terms or add funding to this Agreement at any time with the acknowledgment of the Contractors and the Board of Directors' or the Procurement Director's approval pursuant to Board of Directors Policy D29.4. Contract extensions, renewals, or revisions will occur through the issuance by District to Contractor of a revised Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within 10 calendar

days of issuance by District will signify acceptance of all such changes by Contractor and the revision will be binding upon the Parties.

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

2.3.1. Competition Thresholds.

2.3.1.1. For projects less than \$100,000.00, and during emergency situations, District may select a Contractor based on availability, specialty, or such other basis as District may determine in its sole discretion. During emergency situations requiring immediate attention by District (ie. Flooding or other disaster prevention) District reserves the right to select a Job Order Contractor on a non-competitive basis for the work. In addition, the requirement that a Job Order Contract be in place prior to the initiation of work is waived during such an event. During such an emergency, a Contractor may be contacted and given instructions by a District Project Manager to perform the work immediately without an approved Job Order. It is understood that District will prepare a Job Order as soon as practicable following said instructions.

2.3.1.2. For projects of \$100,000.00 or more, all Contractors will compete on the basis of cost or cost and schedule through a request for quotation. Price may be either a fixed cost or a guaranteed maximum price.

2.3.1.3. All federally funded Job Orders will be competitively bid among all Contractors.

2.3.1.4. No individual Job Order may exceed \$500,000.00, including change orders.

- 2.3.2. Small Business Enterprise. These services are subject to the Pima County Code, Title 20, and Chapter 20.04, pertaining to participation of subcontractors. The Pima County SBE Program is a race and gender neutral program established to encourage contracting with all small businesses. A minimum goal of five percent (5%) for participation by Small Business Enterprises (SBEs) of the total amount of the annual agreement applies to each Job Order Contractor individually. Only firms listed on the *City of Tucson Small Business Enterprise Certified Business Directory* are eligible to meet the SBE goal. The current list of certified SBE firms can be located on the City of Tucson's Procurement Website, <http://www.tucsonprocurement.com/assets/SBEDirectory.pdf>.

2.3.2.1. Contractor shall supply a year-to-date subcontractor and SBE utilization report covering the entire Master Agreement to date to the Pima County Procurement Department, Business Enterprise Program Coordinator on a quarterly basis. If the Contractor has experienced difficulties in achieving the SBE goal, they may present Certificate of Good Faith Effort/Request for Waiver at that time.

2.3.2.2. For projects that are federally-funded, a Disadvantaged Business Enterprise (DBE) goal pursuant to Pima County Code Title 20, must be established for the individual Job Order and does not apply toward the five percent (5%) SBE goal.

- 2.3.3. Construction Completion Time: Work performed under this Agreement will be as stated in Individual Job Orders issued under this Agreement. District will assess Liquidated damages against Contractor based upon the construction completion time, if so specified in a Job Order.

- 2.3.4. SubContractors: SubContractors will be selected in accordance with Contractor's SubContractor Selection Plan, incorporated herein by reference.

3. **Scope of Services.** Contractor will provide District all labor, materials and equipment necessary to complete the project as described in Exhibit A – Scope of Work (2 Pages), incorporated into this Agreement. All work will be done per specifications called for in the bid documents as contained in Pima County Regional Flood Control District's Solicitation Number SFQ-PO-2200015, Exhibit B - General Conditions to the Contract (12 Pages), Exhibit C - Special Conditions – Multiple Award Job Order Contract (12 Pages), Exhibit D – Supplemental Provisions for Federal-Aid Construction Contracts (3 Pages) and other documents incorporated into this Agreement.
4. **Compensation and Payment.**
 - 4.1 Compensation. District will pay Contractor as specified.
 - 4.1.1 Invoices. Contractor will provide detailed documentation in support of requested payment. The Contractor must cite the Delivery Order number on all invoices. Payments will be made in accordance with ARS § 34-609.
 - 4.1.1.1 For the period of record retention required under Article 25, District 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 Agreement or law.
5. **Federal Funding.** District and Contractor understand the Job Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding.
 - 5.1. Federal Labor Standards. Federal Labor Standards are applicable for Job Orders identified as being federally funded.
 - 5.2. Additional Requirements. Federal forms will be attached to the Job Order, and Contractor agrees to be bound by all requirements.
 - 5.2.1. Exhibit D – Supplemental Provisions for Federal-Aid Construction Contracts (3 Pages).
 - 5.2.2. Davis Bacon (AZ. Wage Decision). Minimum wage rate, withholding, payroll, apprentice, subcontracting, and termination provisions, and the Work Hour and Safety Standards Act related to overtime pay and safety.
 - 5.3. Subcontracting. Contractor will not subcontract on any federally-funded Job Order with any firm or person listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.
6. **Insurance.** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
 - 6.1. 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. District in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
 - 6.2. Insurance Coverages and Limits.
 - 6.2.1. 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 Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations under this Agreement. District in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Agreement. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 6.2.1.1. 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.
- 6.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement with a Combined Single Limit (CSL) of \$1,000,000 each accident.
- 6.2.1.3. 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.
- 6.2.1.4. Builder's Risk Insurance – Insurance applies to this Agreement, but need not be provided unless required for a particular job order. If Builders Risk Insurance applies to a particular job order, then Contractor is required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value under the job order, which shall include "All Risk" coverage. Pima County Regional Flood Control District shall be named as a "Loss Payee". Contractor is responsible for equipment, materials, and supplies until completion of the project and acceptance by County.
- 6.2.1.5. 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 Agreement, and Contractor must maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

6.3. Additional Insurance Requirements:

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

- 6.3.1 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.
- 6.3.2 Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of District, its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
- 6.3.3 Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by District, its agents, officials, or employees shall be excess and not contributory insurance.
- 6.3.4 Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

6.4 Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, District 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 District project or Agreement number and project description.

6.5 Verification of Coverage:

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

6.5.1 All certificates and endorsements, as required by this Agreement, are to be received and approved by District before work commences. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

6.5.2 All certificates required by this Agreement shall be sent directly to the appropriate District Department. The Certificate of Insurance shall include District project or contract number and project description on the certificate. District reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.6 Approval and Modifications:

District's Risk Management Department may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the District's failure to obtain a required insurance certificate or endorsement, the District's failure to object to a non-complying insurance certificate or endorsement, or the District'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.

7. **Indemnification.**

7.1. 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 subcontractors. 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.

7.2. All warranty and indemnification obligations under this Agreement 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.

7.3. 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.

8. **Bonding Requirements.** Contractor will file payment and performance bonds with District, as required by A.R.S. §§ 34-610 and 34-611, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this Agreement.

8.1. Bonds will be submitted on an annual basis for the full value of all construction reasonably anticipated during the Agreement year or may be provided on a Job-Order by Job-Order basis; in the latter case, Contractor will anticipate additional Job Orders and provide bonds in reasonable increments.

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

8.2. At no time will the cumulative value of the bonds be less than the total value of the construction performed by Contractor under this Agreement, including Job Orders awarded to CONTRACTOR but not yet completed.

9. Laws and Regulations.

9.1. 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 Agreement.

9.2. 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.

10. **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 District for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the District's 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 District harmless from any and all liability that District may incur because of Contractor's failure to pay such taxes.

11. Contractor/SubContractor Performance.

11.1. 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 Agreement. Prior to changing any key personnel, especially those key personnel District relied upon in making this Agreement, Contractor will obtain District's approval.

11.2. 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 Agreement. Without additional compensation, Contractor will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of District having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to District.

11.3. 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 Agreement. Contractor will not permit any SubContractor to perform work that does not fall within the scope of the SubContractor's license, except as may be permitted under the rules of the Registrar of Contractors.

11.4. 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 Agreement creates any obligation on the part of District to pay any SubContractor, except as may be required by law.

- 11.5. **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 District 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 District for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of District. 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.
12. **Assignment.** Contractor will not assign its rights or obligations under this Agreement in whole or in part, without District's prior written approval. District may withhold approval at its sole discretion.
13. **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 Agreement, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
14. **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).
15. **Authority to Contract.** Contractor warrants its right and power to enter into this Agreement. If any court or administrative agency determines that District does not have authority to enter into this Agreement, District will not be liable to Contractor or any third party by reason of such determination or by reason of this Agreement.
16. **Non-Waiver.** The failure of District to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Agreement or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
17. **Cancellation for Conflict of Interest.** This Agreement 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.
18. **Termination of Contract for Default.**
- 18.1. Upon a failure by Contractor to cure a default under this Agreement within 10 days of receipt of notice from District of the default, District may, in its sole discretion, terminate this Agreement for default by written notice to Contractor. In this event, District 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 District resulting from Contractor's default, including any increased costs incurred by District in completing the work.
- 18.2. **Default Events.** The following constitutes an event of default:
- 18.2.1. 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 Agreement, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
- 18.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
- 18.2.3. Failure to provide competent supervision at the site;

- 18.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
 - 18.2.5. Failure to make prompt payment to SubContractors or suppliers for material or labor;
 - 18.2.6. 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 Agreement;
 - 18.2.7. Disregard of laws, ordinances, or the instructions of District or its representatives, or any otherwise substantial violation of any provision of the Agreement; or
 - 18.2.8. 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.
- 18.3. Termination. In the event of a termination for default:
- 18.3.1. 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 District's property and will be delivered to District not later than five business days after the effective date of the termination;
 - 18.3.2. District 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 District from Contractor is determined; and
 - 18.3.3. Subject to the immediately preceding subparagraph 18.3.2, District'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.
- 18.4. Non-Termination. District will not terminate the Agreement nor any Job Order issued under this Agreement for default or charge Contractor with damages under this Article if:
- 18.4.1. Except for subparagraph 18.2.8 in subsection 18.2 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:
 - 18.4.1.1. Acts of God or of the public enemy,
 - 18.4.1.2. Acts of District in either its sovereign or contractual capacity,
 - 18.4.1.3. Acts of another Contractor in the performance of a contract with District,
 - 18.4.1.4. Fires,
 - 18.4.1.5. Floods,
 - 18.4.1.6. Epidemics,
 - 18.4.1.7. Quarantine restrictions,
 - 18.4.1.8. Strikes,
 - 18.4.1.9. Freight embargoes,
 - 18.4.1.10. Unusually severe weather, or
 - 18.4.1.11. 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

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

18.5. Receipt of Notice. For the purposes of subsection 18.1 above, "receipt of notice" includes receipt by hand by Contractor's onsite project manager, by facsimile transmission, or under the Notices clause of this Agreement.

18.6. Excusable. If, after termination of the Agreement for default, District 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 District had terminated the Contract for convenience as set forth in Article 17.

18.7. Rights and Remedies. The rights and remedies of District in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Agreement.

19. **Termination for Convenience of District**. District may terminate this Agreement 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 District, become its property. If District terminates the Agreement as provided herein, District will pay Contractor an amount based on the time and expenses incurred by Contractor prior to the termination date. However, District will make no payment for anticipated profit on unperformed services.

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

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

DISTRICT:
Sandy Bolduc, Project Manager
Regional Flood Control District
8th Floor
201 N Stone Ave
Tucson, AZ 85701
Tel: 520-724-4600
Email: colby.fryar@pima.gov

Any Notice required or permitted to be given by District may be served by personal delivery or certified mail to Contractor's contact name in Contractor's electronic vendor record.

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

23. **Agreement Documents**.

23.1. Incorporation of Documents: Contractor and District in entering into this Agreement have relied upon information provided in Solicitation No. SFQ-PO-2200015 – Landscaping Installation and Improvement Services, Exhibit A – Scope of Work, Bonds (Bid, Payment, and Performance Bonds), Exhibit B – General Conditions to the Contract, Exhibit C - Special Conditions – Multiple Award Job Order Contract, Exhibit D – Supplemental Provisions for Federal-Aid Construction Contracts, Special Provisions, Technical Specifications and Plans, Construction Documents, Drawings and Specifications, Amendments, and on information provided in Contractor's response to this Solicitation. These documents are hereby incorporated into and made a part of this Agreement by reference as if set forth in full herein.

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

23.2.1. This Agreement

23.2.2. Exhibit B – General Conditions

23.2.3. Special Provisions, Technical Specifications, and Plans

23.2.4. Contractor Response to the Solicitation

23.2.5. Instructions to Bidders

23.2.6. Invitation to Bid

23.3. 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 Agreement by amendment.

23.4. 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.

24. **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 Agreement vests in and become the property of the District and will be delivered to District upon completion or termination of the services, but Contractor may retain record copies thereof.

25. **Books and Records**.

25.1. 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 District.

25.2. Retention. Contractor will retain all records relating to this Agreement 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 District for retention.

26. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in Article 29 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

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

28. **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.

29. **Disputes**.

29.1. Resolving Dispute. In the event of a dispute between District and Contractor regarding any part of this Agreement 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 Regional Flood Control District 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.

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

30. **Public Records.**

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

30.2. Records Marked Confidential.

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

- 30.2.2. Notwithstanding the above provisions, in the event records marked confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., District 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. District shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential, nor shall District be in any way financially responsible for any costs associated with securing such an order.

31. **Legal Arizona Workers Act Compliance.**

- 31.1. Compliance with Immigration Laws. Contractor warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each SubContractor who performs any work for Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.
- 31.2. Books & Records. District 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.
- 31.3. 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 Agreement subjecting Contractor to penalties up to and including suspension or termination of this Agreement. If the breach is by a SubContractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SubContractor (subject to District approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.
- 31.4. SubContractors. Contractor will advise each SubContractor of District'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 District 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."

- 31.5. **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.
32. **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 Agreement 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.
33. **Cooperative Use of Resulting Agreement.** As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that COUNTY has developed. Participating agencies may contact CONTRACTOR with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement. Minor adjustments are allowed subject to agreement by both CONTRACTOR and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. CONTRACTOR will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. CONTRACTOR may view a list of agencies that are authorized to use COUNTY contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.
34. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated between the Parties as original signatures for all purposes.
35. **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.
36. **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.
37. **Effectiveness and Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date the Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

PIMA COUNTY REGIONAL FLOOD
CONTROL DISTRICT:

Chair, Board of Directors

Date

CONTRACTOR:

Signature

Name and Title (Please Print)

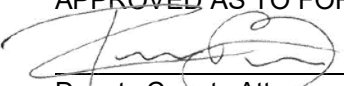
Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

Rachelle Barr

Name (Please Print)

08/17/2022

Date

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

PIMA COUNTY REGIONAL FLOOD
CONTROL DISTRICT:

Chair, Board of Directors

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

CONTRACTOR:

Signature



Carl Bohrer - President
Name and Title (Please Print)

8-16-22
Date

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

PIMA COUNTY REGIONAL FLOOD
CONTROL DISTRICT:

Chair, Board of Directors

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

CONTRACTOR:



Signature

Mark Anderson President

Name and Title (Please Print)

8/8/2022

Date

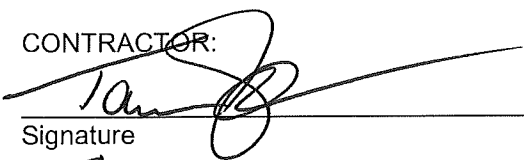
Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY REGIONAL FLOOD
CONTROL DISTRICT:

Chair, Board of Directors

Date

CONTRACTOR:



Signature

Tanner Spross, CEO

Name and Title (Please Print)

8/5/2022

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

EXHIBIT “A”

SCOPE OF SERVICES (2 pages)

GENERAL

This is a job order contract under which the Contractor will provide all labor, materials, management, supervision, services, and coordination required to support the Regional Flood Control District (RFCD), with such work to be requested by the District from time to time by issuance of an individual job order for each individual project. Services are primarily for the Pima County Regional Flood Control District (District). However, other County departments may also utilize the services.

General Scope: Scope of work will include landscaping installation and improvement services for new and existing County owned properties.

Services:

The following are examples of typical services to be performed at various locations throughout Pima County, and may or may not include all of the services required to meet the general scope of work needs, which will vary based on individual project conditions. They are not meant to restrict or exclude other types of work or areas under this contract.

It is the intention of the District, from time to time, to have more than one project or a grouping of projects in design or construction at one time. This will facilitate meeting the requirements of both funding and the needs of the public. District will work with the contractor to determine priorities and scheduling.

1. Design Services: A State Registered landscape architect will design the extent of work to meet the District's scope and goals with all elements designed to current and applicable code requirements, including the Dark Sky Ordinance or other applicable codes, NRPR and PMO 2016 Standard Specifications and Details for Parks Development, PAG Standard Specifications and Details 2015, COT Park Electrical Specifications 2013. All individual site requirements will be coordinated by the registrant with County staff. The designer and contractor will work together to design the most efficient design for both installation and lifetime costs. The contractor is responsible for working with the registrant to obtain all of the necessary reviews and permits with the applicable review parties (such as Pima County Development Services, Regional Flood Control District, etc.).
2. Utility Service: The contractor and designer will review the current utilities, and as needed, coordinate new service or upgrades to existing service to meet the project requirements. All coordination with approval agencies is to be coordinated in a timely manner to meet the project timelines.
3. When requested by District, the Contractor will provide pre-construction services.
4. Contractor shall retain the same Project Supervisor throughout the entirety of construction. If extenuating circumstances make this not possible, contractor shall notify and provide the County, before any staff changes occur, with support data that is deemed acceptable to Pima County.
5. Typical projects may include, but are not limited to the following:
 - Creation of Low Impact Development (LID) stormwater harvesting features such as grading stormwater harvesting basins, constructing basin inlet and outlet features, installing one-rock dams, media lunas, and other similar features.
 - Plumbing features including back flow prevention, drinking fountains and small water elements.

- Landscaping and large-scale irrigation system installation and improvements including reclaimed and potable water systems, traditional and 2-wire design, as well as Bluetooth compatible, battery controlled valve systems.
- Installation of alternative watering systems such as HydroSpheres (Tree Diapers) and their unique installation and management practices.
- Placement of concrete, landscape pavers and asphalt pavements, and poured in place forms including rough and finish grading and base preparation. Resurfacing or painting as needed for maintenance of existing pavement improvements.
- Masonry work not to include structural, retaining walls up to three feet and screen walls up to six feet, seating and unit pavements.
- Electrical work related to irrigation controllers and control system wiring, park path and landscape lighting.
- Security fencing, temporary fencing, permanent fencing, post and cable installation, bollards, electronic gates, steel gates, or other fencing accessories as needed to meet the security needs.
- Treatment and/or Removal of noxious and invasive species. This management will require familiarity with listed species not only to target for eradication, but so as not to confuse with acceptable species that are not targeted such as native forbs and grasses.
- Management of salvage and transplant operations, and protection of native species preserved in place.
- Maintenance services shall be provided with emphasis on native habitat care, following guidance per the contract specifications.
- Installation of erosion control features including hydroseed; dumped, hand placed or grouted rock riprap; concrete cut off walls or similar features.

Post Construction Services: The contractor and designer shall supply all warranty and manufacturer's information to District staff at the completion of project. As-builts for the project, including location of all pertinent project elements installed as a part of the project, must also be provided.

END EXHIBIT "A" - SCOPE OF SERVICES

EXHIBIT “B”

GENERAL CONDITIONS (11 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 will be interpreted as follows:

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

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

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

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

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

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

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

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

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

Department: The Pima County Regional Flood Control District.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

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

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

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

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

ARTICLE 3 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- A. Laws to be Observed -- CONTRACTOR is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless DISTRICT and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by CONTRACTOR or by CONTRACTOR'S employees.

- B. Permits and Licenses -- DISTRICT will procure all County building permits, and sewer connection fees. CONTRACTOR will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. CONTRACTOR will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.
- C. Sanitary Provisions -- CONTRACTOR will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- D. Public Convenience and Safety -- CONTRACTOR will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

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

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

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

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

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

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

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

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

herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

ARTICLE 4 – ACCIDENTS

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

CONTRACTOR must promptly report in writing to DISTRICT all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR will report the accident immediately by telephone or messenger to both DISTRICT and the Board.

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

ARTICLE 5 – RESERVED

ARTICLE 6 – RESERVED

ARTICLE 7 – EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS

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

ARTICLE 9 – COPIES OF DRAWINGS FURNISHED

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

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

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

ARTICLE 10 – ORDER OF COMPLETION

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

ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE

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

ARTICLE 12 – OWNERSHIP OF DRAWINGS

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

ARTICLE 13 – CONTRACTOR'S UNDERSTANDING

CONTRACTOR has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of DISTRICT, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES

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

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

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

ARTICLE 15 – ROYALTIES AND PATENTS

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

ARTICLE 16 – SURVEYS, PERMITS, AND REGULATIONS

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

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

ARTICLE 17 – PROTECTION OF WORK AND PROPERTY

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

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

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

ARTICLE 18 – INSPECTION OF WORK

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

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

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

ARTICLE 19 – SUPERINTENDENCE - SUPERVISION

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

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

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

ARTICLE 20 – CHANGES IN THE WORK

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

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

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

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

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

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

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

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

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

ARTICLE 21 – CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

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

ARTICLE 22 – DEDUCTIONS FOR UNCORRECTED WORK

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

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

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

ARTICLE 23 – SUSPENSION OF WORK

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

ARTICLE 24 – DISTRICT'S RIGHT TO DO WORK

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

ARTICLE 25 – DISTRICT'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 26 – REMOVAL OF EQUIPMENT

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

ARTICLE 27 – USE OF COMPLETED PORTIONS

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

ARTICLE 28 – PAYMENTS WITHHELD

DISTRICT 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 DISTRICT from loss because of:

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

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

ARTICLE 29 – WARRANTY

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

ARTICLE 30 – LIENS

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

ARTICLE 31 – RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 32 – SEPARATE CONTRACTS

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

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

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

ARTICLE 33 – DISTRICT'S STATUS

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

ARTICLE 34 – CLAIMS AND DISPUTES

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

Contractor will deliver written notice of each such claim, demand, dispute, controversy or difference to County within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to DISTRICT within forty-five (45) days of such occurrence unless DISTRICT specifies a different period of time in writing to Contractor. The submission to DISTRICT 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.

If either DISTRICT or Contractor is dissatisfied with any decision of DISTRICT 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 35 – CLEANING UP

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

ARTICLE 36 – RESERVED

ARTICLE 37 – ARCHAEOLOGICAL FEATURES

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

ARTICLE 38 – RESERVED

ARTICLE 39 – RESERVED

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

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

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

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

ARTICLE 41 – WASTE DISPOSAL FACILITIES

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

ARTICLE 42 – AS-BUILT DRAWINGS

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

ARTICLE 43 – RESERVED

END EXHIBIT “B” - GENERAL CONDITIONS

EXHIBIT “C” (12 pages)

SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT

ARTICLE 1 – OVERVIEW AND DEFINITIONS

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

The Contract Price for each Job Order shall not exceed \$500,000.00, including any Change Orders.

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

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

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

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

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

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

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

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

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

“Day” means calendar day unless specifically provided otherwise or required by law.

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

“Drawings and Specifications” means, as to a Job Order, the drawings and specifications, if any, attached to the Job Order and specifications included in the Job Order Contract Documents. The Drawings and Specifications set forth the requirements for construction of the Project. Where there are no drawings and specifications for the Work prepared by a Design Professional, DISTRICT will deliver to the CONTRACTOR line drawings and/or a written description of the Work and, in each such case, the line drawings and/or the written description shall be deemed the drawings for the Work for that Job Order for all purposes.

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

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

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

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

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

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

“Project” means each project of DISTRICT as to which some or all of the work is to be performed under a Job Order.

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

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

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

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

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

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

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

“Technical Specifications” means the general provisions and the detailed specifications prescribed by DISTRICT describing the materials and performance required for each individual Job Order.

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

ARTICLE 2 – JOB ORDER DEVELOPMENT

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

- A. For Projects estimated under \$100,000.00, and during emergency situations DISTRICT will notify the selected CONTRACTOR of a new Project and may or may not schedule a site visit to explain and discuss the project. Design documents, if any, will be provided to the CONTRACTOR by the time of the site visit. Once the parties agree on the scope of the project, DISTRICT will memorialize the agreement in a Job Order and deliver it to CONTRACTOR who shall have five (5) working days, unless a shorter period is specified in the Job Order, to commence construction. Unless otherwise specified by DISTRICT, issuance of the Job Order shall constitute Notice to Proceed. In the event of an emergency, the requirement that a Job Order Contract be in place prior to the initiation of work is waived. During such an emergency, a Contractor may be contacted and given instructions by a DISTRICT Project Manager to perform the work immediately without an approved Job Order. It is understood that the DISTRICT will prepare a Job Order as soon as practicable following said instructions.
- B. For Projects estimated at \$100,000.00 or greater, the DISTRICT will notify all Job Order Contractors under contract to DISTRICT. The request shall advise all CONTRACTORS of the nature of the Work to be done and include the selection criteria and methodologies DISTRICT will use to make the "best value" decision. Criteria could include lowest bid, lowest bid meeting schedule, best cost alternative(s), etc. The request letter may also include an estimate of the total dollars the DISTRICT has budgeted for the Job. CONTRACTOR shall be provided an opportunity to ask questions, seek clarification and/or inspect the site, if requested. Alternatively, the DISTRICT may identify in the request the date and time for a meeting or site visit to explain and discuss the Work and further refine the scope of the project. Design documents, if any, may be provided in advance or at the meeting or site visit.
- C. Upon establishment of the scope of the needed Project, each CONTRACTOR interested in performing the Job Order shall prepare its proposal for accomplishment of the Project utilizing the CONTRACTOR'S best estimating practices to develop a fixed, lump sum or not-to-exceed Guaranteed Maximum Contract Price to complete the Work, including any additional Pre-Construction Services (if necessary). See Article 3 for a description of required proposal items. Quotes will be in letter format including an attached table listing major construction components (ie. Mobilization, grade control structures, soil cement bank protection, excavation, clearing/grubbing, subgrade prep., etc.) with quantities, unit cost, total cost as columns in the table. The time for submittal of proposals for individual Projects shall not exceed seven (7) working days unless approved by the DISTRICT.

- D. DISTRICT shall review each CONTRACTOR'S proposal and may either accept the proposals or negotiate modifications to the proposals until such time the DISTRICT is satisfied with each of the proposals. Such negotiations shall be limited to value alternatives of costs less than 20% of the original quotation price. Scope modifications or value alternatives that are equal to or greater than 20% shall require DISTRICT to modify the original request and rebid to the benefit of all interested CONTRACTORS under this Contract.
- E. The Job Order will then be issued by DISTRICT to the Job Order Contractor that submitted the best quotation (including schedule and/or value engineering alternatives), as measured by the criteria in the request for quotation. Past performance on earlier Job Orders, including past performance on cost or price control, may be used to determine award of future Job Orders. Quotations must be reasonably prepare, accurately describing the work including the types of materials used, quantities and other cost elements. In the instance the quotation is deemed to be unreasonable or inaccurate, the Project Manager can exercise the option to reject the bid (even if it is the lower bid) or request a revised quotation. An alternative Contractor will be chosen for the work.
- F. Upon issuance of each Job Order by DISTRICT, the Job Order Contract will be binding upon the CONTRACTOR and DISTRICT. A Job Order is considered "issued" when delivered to the CONTRACTOR or sent by facsimile copy, in which case the Job Order will be "issued" when sent to CONTRACTOR'S fax number and DISTRICT'S fax machine prints an acknowledgement of receipt or DISTRICT.

ARTICLE 3 – JOB ORDER PROPOSAL CONTENT

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

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

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

ARTICLE 4 – JOB ORDER NEGOTIATION

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

ARTICLE 5 – JOB ORDER MANAGEMENT

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

- 1. Project Management

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

- 2. Daily Log

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

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

- 3. Progress Schedule and Float

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

B. Reporting

1. Monthly Reporting

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

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

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

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

2. Contractor Responsibility

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

ARTICLE 6 – CHANGES AND CHANGED CONDITIONS

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

ARTICLE 7 – DELAYS AND TIME EXTENSIONS

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

- C. In such an event, CONTRACTOR shall not be entitled to receive a time extension or delay damages until all DISTRICT-caused time savings are exceeded and the Final Completion Date or milestone date is also exceeded

ARTICLE 8 – PERFORMANCE MEASUREMENT

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

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

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

ARTICLE 9 – SUBCONTRACTORS

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

ARTICLE 10 – TERMINATION FOR CAUSE

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

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

A. Cause for Termination – In addition to the termination rights of the DISTRICT in **ARTICLE 17 – TERMINATION OF CONTRACT FOR DEFAULT** of the Agreement between DISTRICT and CONTRACTOR, the DISTRICT may terminate any or all Job Orders and/or the overall Job Order Agreement at the election of DISTRICT, upon the occurrence of any one or more of the following events:

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

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

C. Completion of Terminated Work

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

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

2. If any Job Order is terminated, the DISTRICT may demand that CONTRACTOR'S surety take over and complete the Work under the Job Order. The DISTRICT may require that in so doing, the CONTRACTOR's surety not utilize CONTRACTOR in performing the Work. Upon the failure or refusal of CONTRACTOR's surety to take over and begin completion of the Work within 20 days after the demand, the DISTRICT may take over the Work and prosecute it to completion as provided above.
3. As to any terminated Job Order, DISTRICT shall have the option of requiring any, all or none of the Subcontractors and Sub-subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.
4. If DISTRICT takes over the Work under any terminated Job Order, unexecuted orders entered into by CONTRACTOR for performance of any part of the Work will be effective upon acceptance by DISTRICT in writing and only as to those subcontracts and purchase orders which the DISTRICT designates in writing.

D. Payment for Terminated Work

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

or completion of the Work under a terminated Job Order, CONTRACTOR shall not be eligible for the award of such contracts.

2. CONTRACTOR shall be liable for any damage to the DISTRICT resulting from the termination or from CONTRACTOR'S refusal or failure to complete the Work under any terminated Job Order and for all costs necessary for repair and completion of the Project under each terminated Job Order over and beyond the Contract Price. CONTRACTOR shall be liable for all legal fees and costs required to enforce the provisions of the Agreement and/or Job Order Documents.

- E. Nonexclusive Remedies – In the event any Job Order or CONTRACTOR'S participation in the Agreement is terminated, the termination shall not affect any other rights of the DISTRICT against CONTRACTOR. The rights and remedies of DISTRICT under this **Article 10** are in addition to any other rights and remedies provided by law or under the Agreement or Job Order Contract Documents. Any retention or payment of monies to CONTRACTOR by DISTRICT will not release CONTRACTOR from liability.
- F. Erroneous Termination for Cause – If any Job Order or participation in the overall Agreement is terminated under this **Article 10**, and it is determined for any reason that there was no default under **Article 10**, the termination shall be deemed a Termination for Convenience of the DISTRICT.

ARTICLE 11 – TERMINATION FOR CONVENIENCE OF THE DISTRICT

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

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

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

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

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EXCEPTION TO SF 1420 APPROVED BY GSA/IRMS 6-94
Adobe Professional 7.0

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PART III - EVALUATION OF PERFORMANCE ELEMENTS

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL							16. EFFECTIVENESS OF MANAGEMENT						
	N/A	O	A	S	M	U		N/A	O	A	S	M	U
a. QUALITY OF WORKMANSHIP							a. COOPERATION AND RESPONSIVENESS						
b. ADEQUACY OF THE CQC PLAN							b. MANAGEMENT OF RESOURCES/ PERSONNEL						
c. IMPLEMENTATION OF THE CQC PLAN							c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)						
d. QUALITY OF QC DOCUMENTATION							d. ADEQUACY OF SITE CLEAN-UP						
e. STORAGE OF MATERIALS							e. EFFECTIVENESS OF JOB-SITE SUPERVISION						
f. ADEQUACY OF MATERIALS							f. COMPLIANCE WITH LAWS AND REGULATIONS						
g. ADEQUACY OF SUBMITTALS							g. PROFESSIONAL CONDUCT						
h. ADEQUACY OF QC TESTING							h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES						
i. ADEQUACY OF AS-BUILTS							i. IMPLEMENTATION OF SUBCONTRACTING PLAN						
j. USE OF SPECIFIED MATERIALS													
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER													
17. TIMELY PERFORMANCE							18. COMPLIANCE WITH LABOR STANDARDS						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE							a. CORRECTION OF NOTED DEFICIENCIES						
b. ADHERENCE TO APPROVED SCHEDULE							b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED						
c. RESOLUTION OF DELAYS							c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS						
d. SUBMISSION OF REQUIRED DOCUMENTATION													
e. COMPLETION OF PUNCHLIST ITEMS							19. COMPLIANCE WITH SAFETY STANDARDS						
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES							a. ADEQUACY OF SAFETY PLAN						
g. WARRANTY RESPONSE							b. IMPLEMENTATION OF SAFETY PLAN						
							c. CORRECTION OF NOTED DEFICIENCIES						
20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)													

DD FORM 2626 (BACK), JUN 94

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

END EXHIBIT "C" – SPECIAL CONDITIONS

EXHIBIT “D” (3 pages)

SUPPLEMENTAL PROVISIONS FOR FEDERAL AID CONSTRUCTION CONTRACTS

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

ARTICLE 1 – DAVIS BACON ACT WAGE DETERMINATION

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

ARTICLE 2 – SUBCONTRACTORS

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

ARTICLE 3 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 4 – BOOKS AND RECORDS

In addition to the requirements set forth in Section 25 of the Master Agreement, CONTRACTOR shall also keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by the Granting Agency and the Comptroller General of the United States.

ARTICLE 5 – CHANGED CONDITIONS

(1) Differing site conditions.

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, DISTRICT will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. DISTRICT will notify CONTRACTOR of the determination whether or not an adjustment of the contract is warranted.

- (iii) No contract adjustment which results in a benefit to CONTRACTOR will be allowed unless CONTRACTOR has provided the required written notice.
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) Suspensions of work ordered by DISTRICT.

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

(3) Significant changes in the character of work.

- (i) DISTRICT reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and CONTRACTOR agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against CONTRACTOR in such amount as DISTRICT may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
 - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

- (B) When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

END EXHIBIT "D" - SUPPLEMENTAL PROVISIONS FOR FEDERAL AID CONSTRUCTION CONTRACTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2022

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

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

PRODUCER Crest Insurance Group, LLC 5285 E. Williams Circle Suite 4500 Tucson AZ 85711	CONTACT NAME: Danel McCartin	
	PHONE (A/C, No, Ext): 520-881-5760	FAX (A/C, No): 520-325-3757
INSURED Hallmark Landscape and Design, Inc. 7320 N. La Cholla Blvd., Ste 154-202 Tucson AZ 85741-2354	E-MAIL ADDRESS: dmccartin@crestins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pekin Insurance Company	
	INSURER B: National Union Fire Ins Co Pittsburgh PA	
	INSURER C: Atain Specialty Insurance Co.	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1318767605 **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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CIP439224	2/2/2022	2/2/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	005800596	7/29/2022	7/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE080694582	2/2/2022	2/2/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	005441011	7/29/2022	7/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) including Products Completed. Coverage is Primary & Non-Contributory (General Liability). Waiver of Subrogation (General Liability, Automobile Liability & Workers Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions. Excess Liability is following form (General Liability, Automobile Liability & Workers Compensation).
RE: Contract No. MA-PO-23-017 Landscaping Installation and Improvement Services. Pima County is Additional Insured.

CERTIFICATE HOLDER PIMA COUNTY PROCUREMENT DEPARTMENT 150 W Congress, 5th floor TUCSON AZ 85701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cody Ritchie</i>
--	---

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
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED BY WRITTEN CONTRACT TO PERFORM SERVICES WITHIN THE TERMS AND CONDITIONS OF THIS POLICY TO WHICH THIS FORM IS ATTACHED.	LOCATIONS AS REQUIRED BY WRITTEN CONTRACT.
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

LOCATIONS AS REQUIRED BY SPECIFIC WRITTEN CONTRACT

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

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

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT

This Endorsement Changes the Policy -Please Read it Carefully

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Sole Negligence)**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV -Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Specifically and solely for the Third-Party shown below, notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph, it is hereby agreed that in the event of any ~~Suit~~ where the damages are caused by the insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third-Party to whom this endorsement applies is:

ANY PARTY FOR WHOM THE INSURED IS PERFORMING SERVICES, AT A SPECIFIED PROJECT SET FORTH IN A WRITTEN CONTRACT, THAT: (1) HAS BEEN SIGNED BY ALL PARTIES, INCLUDING THE NAMED INSURED AND THE PARTY SEEKING COVERAGE UNDER THIS ENDORSEMENT; AND (2) HAS BEEN ENTERED INTO BEFORE ANY LOSS HAS OCCURRED.

Any coverage provided pursuant to this endorsement shall be subject to all other terms, conditions, exclusions and endorsements of the policy to which this form is attached.

The endorsement is effective on the inception date of the policy unless otherwise stated below.

Policy Number: CIP416373

Named Insured: HALLMARK LANDSCAPE AND DESIGN, INC.

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-PERSONS OR ORGANIZATIONS
WHEN REQUIRED IN A WRITTEN CONTRACT WITH YOU-
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions applying to the **Business Auto Insurance Policy** apply unless modified by this endorsement.

1. Under **PART IV-LIABILITY INSURANCE, Section D. WHO IS AN INSURED** is amended by the addition of the following:
 - A. Any person or organization is an **insured** for liability coverage as afforded under **PART IV-LIABILITY INSURANCE**, when **you** and such person or organization have agreed in a written contract executed prior to the **bodily injury or property damage** for which coverage is sought, that **you** must add that person or organization as an additional insured on a policy of automobile liability insurance (hereinafter referred to as the "Additional Insured").
 - B. It is further understood that the designation of any person or organization as an Additional Insured does not increase the scope or limits of coverage afforded by this policy.
 - C. When required under a written contract with the Additional Insured which is executed prior to **bodily injury or property damage** for which coverage is sought by the Additional Insured hereunder, the coverage provided to the Additional Insured under this endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

The Additional Insured is covered, only with respect to liability for **bodily injury or property damage** resulting from **your** ownership, maintenance, or use of a covered **auto**, and only to the extent that the person or organization qualifies as an **insured** under **D. WHO IS AN INSURED** provision contained in **PART IV-LIABILITY INSURANCE**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the **BUSINESS AUTO INSURANCE POLICY** apply unless modified by this endorsement.

PART I - WORDS AND PHRASES WITH SPECIAL MEANING is amended as follows:

The following definition is added:

O. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability of another to pay for **bodily injury** or **property damage** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of **your** business, pertaining to the rental or lease, by **you** or any of **your** employees, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates **you** or any of **your** employees to pay for **property damage** to any **auto** rented or leased by **you** or any of **your** employees.

An "**insured contract**" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an **auto** by **you** or any of **your** employees, if the **auto** is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for **your** use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.

PART IV - LIABILITY INSURANCE is amended as follows:

B. WE WILL ALSO PAY, 1. and 6. are replaced by:

1. Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** do not have to furnish these bonds.
6. Up to \$500 a day for loss of earnings (but not other income) because of attendance at hearings or trials at **our** request.

C. WE WILL NOT COVER - EXCLUSIONS is amended as follows:

Exclusion **1.** is replaced by:

1. Liability assumed under any contract. However, this exclusion does not apply to liability for damages:
 - a. Assumed in a contract or agreement that is an **insured contract** provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement; or
 - b. That the **insured** would have in the absence of the contract or agreement.

Exclusion **4.** is replaced by:

4. **Bodily injury** to any fellow employee of the **insured** arising out of and in the course of his or her employment. However, this exclusion does not apply if the **bodily injury**

results from the use of a covered **auto** **you** own or hire. This coverage is excess over any other collectible insurance.

Exclusion **5**. is replaced by:

- 5. Bodily injury** to any employee of the **insured** arising out of and in the course of his or her employment by the **insured**. However, this exclusion does not apply to **bodily injury** to domestic employees not entitled to workers' compensation benefits or to liability assumed by the **insured** under an **insured contract**.

Exclusion **10**. is deleted.

D. WHO IS AN INSURED is amended as follows:

The following are added as **insureds**:

- 1.** 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, if there is no similar insurance available to that organization. The insurance provided by this provision:
 - a.** Is effective the date of the acquisition or formation of the organization and is provided for 180 days after that date or the end of the policy period, whichever is earlier;
 - b.** Does not apply to **bodily injury** or **property damage** resulting from an **accident** that occurred before **you** acquired or formed the organization.
- 2.** Any of **your** employees while using a covered **auto** in **your** business or **your** personal affairs, if **you** do not own, hire or borrow that **auto**.

PART VII - PHYSICAL DAMAGE INSURANCE is amended as follows:

B. WE WILL ALSO PAY is replaced by the following:

B. WE WILL ALSO PAY

We will also pay up to \$50 per day subject to a maximum of \$1,500 for transportation expense incurred by **you** because of the total theft of a covered **auto**. **We** will pay only for those covered **autos** for which **you** carry Comprehensive Coverage. **We** will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered **auto** is returned to use or **we** pay for its **loss**.

C. WE WILL NOT COVER - EXCLUSIONS, 1. is replaced by the following:

- 1.** Wear and tear, freezing, mechanical or electrical breakdown unless caused by other **loss** covered by this policy. However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag in a covered **auto**. This coverage is excess over any other collectible insurance or warranty.

D. HOW MUCH WE WILL PAY FOR LOSSES - THE MOST WE WILL PAY, 3. is replaced by the following:

- 3.** For each covered **auto**, **our** obligation to pay for, repair, return or replace stolen property will be reduced by the applicable deductible shown in the declarations. However, any Comprehensive Coverage deductible shown in the declarations does not apply to **loss** caused by fire or lightning. No deductible applies to glass damage if the glass is repaired rather than replaced.

PART VII - PHYSICAL DAMAGE INSURANCE is amended by adding the following:

F. HIRED AUTO PHYSICAL DAMAGE COVERAGE

Coverage under this **PART** extends to **Hired Autos**. **Hired Autos** means only **autos you** lease, hire, rent or borrow without a driver under a written contract or agreement which does not extend for more than 3 months. This does not include, and **you** do not have coverage for, **autos you** lease, hire, rent or borrow from any of **your** employees or members of their household. This coverage is subject to the following:

- 1.** The most **we** will pay for **loss** to any hired **auto** is the least of:
 - a.** \$50,000; or
 - b.** The actual cash value of the damaged or stolen hired **auto** at the time of **loss**; or
 - c.** The cost of repairing or replacing the damaged or stolen hired **auto**.
- 2.** For each hired **auto**, **our** obligation to pay for **loss** will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any covered **auto you** own.
- 3.** This **Hired Auto Physical Damage Coverage** is excess over any other collectible insurance.

4. Subject to the above limit, deductible and excess provisions, **we** will provide coverage equal to the broadest coverage applicable to any covered **auto you** own.
5. Subject to a maximum of \$1,000 per **accident**, **we** will also cover loss of use of the hired **auto** if it results from an **accident** for which **you** are legally liable, and the leasing or rental firm from which the **auto** was hired sustains an actual monetary loss.
6. This Hired **Auto** Physical Damage Coverage shall apply only when the **Hired Automobile Physical Damage Coverage Endorsement (1534 AZ)** is not included in or part of this policy.

G. LOAN/LEASE GAP COVERAGE

In the event of a **total loss** to a covered **auto**, of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type, **we** will pay for any unpaid amount due on the original lease or loan for a covered **auto** which carries Comprehensive and Collision Coverages on the base policy to which this form attaches. **Total loss** means a **loss** in which the cost of repair exceeds the actual cash value. The amount payable will be reduced by:

1. The amount paid under **PART VII, PHYSICAL DAMAGE INSURANCE** Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the **loss**;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not refunded by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

H. RENTAL REIMBURSEMENT COVERAGE

1. **We** will pay for rental reimbursement expenses incurred by **you** for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage **you** have on a covered **auto**. No deductible applies to this coverage.

2. **We** will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate the covered **auto** and return it to **you**; or

- b. 30 days.

3. **Our** payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred; or

- b. The maximum payment will be \$30 per day or \$900 for any one period.

4. This coverage does not apply while there are spare or reserve **autos** available to **you** for **your** operations.

5. If **loss** results from the total theft of a covered **auto**, **we** will pay under this coverage only that amount of **your** rental reimbursement expenses which is not already provided under **PART VII, PHYSICAL DAMAGE INSURANCE**.

6. This Rental Reimbursement coverage shall apply only when the **Rental Reimbursement Coverage Endorsement (1505 AZ)** is not included in or part of this policy.

I. PERSONAL PROPERTY AND BUSINESS PERSONAL PROPERTY COVERAGE

The Comprehensive and the Collision Coverage that apply to a covered **auto** also apply to **loss** of or damage to personal property or business personal property while contained in a covered **auto**. This coverage is subject to the following:

1. The personal property and business personal property must be owned by **you**, a **family member** or **your** employee.
2. Comprehensive Coverage applies only to **loss** or damage resulting from:
 - a. Fire;
 - b. Lightning; or
 - c. Theft or attempted theft. There must be visible signs of forced entry to the covered **auto** in the event the entire covered **auto** is not stolen.

3. This additional coverage does not apply to:
 - a. Tape decks or other sound reproducing equipment not permanently installed in a covered **auto**.
 - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - c. A citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the **auto** manufacturer for the installation of a radio.
 - d. Money or jewelry.
 - e. Property specifically insured.
 - f. Any property covered under the Motor Cargo Coverage of this endorsement.
 - g. Any property covered under the Communication Equipment Coverage of this endorsement.
4. We will pay up to \$500 per **loss** for damage or **loss** to personal property and up to \$500 per **loss** for damage or **loss** to business personal property. No deductible applies to this coverage.

J. COMMUNICATION EQUIPMENT COVERAGE

1. The Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** also apply to **loss** of or damage to any of the following while contained in a covered **auto**:
 - a. Citizens' band radio;
 - b. Two-way mobile radio;
 - c. Telephone; or
 - d. Scanning monitor receiver.

This coverage includes any antennas and other accessories that are used with communication devices **a. - d.** above. These communication devices must be owned by **you**, a **family member**, or **your** employee and must not be permanently installed in the dash or console opening normally used by the **auto** manufacturer for the installation of a radio.

2. Comprehensive Coverage applies only to **loss** or damage resulting from:
 - a. Fire;
 - b. Lightning; or

- c. Theft or attempted theft. There must be visible signs of forced entry to the covered **auto** in the event the entire covered **auto** is not stolen.

3. This additional coverage does not apply to:
 - a. Any property covered under the Personal Property or Business Personal Property Coverage of this endorsement; or
 - b. Any property covered under the Motor Cargo Coverage of this endorsement.
4. We will pay up to \$500 per **loss** for damage or **loss** to communication devices described in **J.1.** above of this additional coverage of this endorsement. No deductible applies to this coverage.
5. This Communication Equipment Coverage shall apply only when the **Sound Receiving And Transmitting Equipment Endorsement (1517 AZ)** is not included in or part of this policy.

K. MOTOR CARGO COVERAGE

We agree to insure and indemnify **you** for **loss** or damage to cargo when in the custody of **you** or **your** authorized agent and loaded or in transit on a covered **auto**.

This additional coverage is subject to the following:

1. Coverage is provided for **loss** or damage resulting from the following perils:
 - a. Fire;
 - b. Flood;
 - c. Windstorm, but excluding **loss** or damage by rain, sleet, hail or snow whether driven by wind or not;
 - d. Internal explosion of the covered **auto**;
 - e. Accidental collision of the covered **auto** with any animal, vehicle, rolling stock of a public carrier, any immovable object, road bed, ditch, bank or bridge;
 - f. Overturning of the covered **auto**;
 - g. Collapse of bridges;
 - h. Stranding, sinking, fire or collision, including general average or salvage charges, when transported on or in the covered **auto** while on any regular ferry;
 - i. Theft of the entire cargo when the covered **auto** is also stolen at the same time.

2. Coverage does not apply to **loss** or damage resulting from:

- a. Injury or damage to livestock cargo, except where such injury or damage shall result in the immediate death of such livestock, or some part thereof, or where such injury or damage shall make it necessary or advisable to immediately kill such injured animal or animals.
- b. **Loss** or damage to accounts, bills, currency, deeds, evidences of debt, money, notes or securities.
- c. **Loss** or damage to bullion, gold or other precious metals, jewelry, watches, precious or semiprecious stones.
- d. **Loss** or damage to furs or garments trimmed with fur.
- e. **Loss** or damage to coins or stamps.
- f. **Loss** or damage to paintings or other works of art.
- g. Contraband, or property in the course of illegal transportation or trade.
- h. **Loss** or damage caused by the neglect of the **insured** to use all reasonable means to save and preserve property from further damage at and after the time of **loss**.
- i. **Loss** or damage to cargo while located in or on a premises of the **insured** or in any garage or other building where the covered **auto** is usually kept.
- j. **Loss** or damage to cargo caused by poor packing or rough handling, by wetness or dampness, by breakage of liquids, by contact with oil or grease, through contact or contact with any other commodity, by being spotted, discolored, molded, rusted, frosted, rotted, soured, steamed, changed in flavor, or by breakage, unless directly caused by one of the perils insured against indicated in **K.1.** above in this additional coverage of this endorsement.
- k. **Loss** or damage due to delay, loss of use, or loss of market.
- l. **Loss** or damage caused by strikers, locked-out workmen or persons taking part in labor disturbances, or arising from riot, civil commotion, or seizure or destruction of property by order of governmental authority.

m. **Loss** or damage caused by insects, vermin, or rodents.

n. **Loss** or damage to cargo while in or on any **trailer** or semi-trailer while detached from the covered **auto**.

o. **Loss** or damage to any property covered under the Personal Property or Business Personal Property Coverage of this endorsement.

p. **Loss** or damage to any property covered under the Communication Equipment Coverage of this endorsement.

3. All goods or merchandise are, by agreement, valued at the amount of invoice or if not under invoice, then at cash market value on date and at place of shipment.

4. We will pay up to \$1,000 per **loss** for damage or **loss** to cargo as described in this additional coverage of this endorsement. This Motor Cargo Coverage shall apply only when the **Motor Transit Cargo Endorsement (1507 AZ)** is not included in or part of this policy. Otherwise, this additional coverage is excess over any other collectible insurance. No deductible applies to this coverage.

L. ADDITIONAL LIVING EXPENSES COVERAGE

1. We will pay up to \$50 per day, to a maximum of \$500 for additional living expenses, meaning food, lodging and telephone costs, incurred by **you** due to a covered Comprehensive or Collision **loss** to a covered **auto**. No deductible applies to this coverage. This coverage applies only when the **loss**:

a. Disables a covered **auto**; and

b. Occurs more than 100 miles from **your** address shown in the declarations or the garaging address of **your** covered **auto** if it is different from **your** address.

2. We will pay the additional living expenses incurred until **your** covered **auto** is returned to use or **we** pay for its **loss**.

M. REPLACEMENT COST COVERAGE - NEW VEHICLES

PART VII, D. 2. is replaced by:

D.2. The most we will pay for **loss** is the smaller of the following amounts:

- a. The actual cash value of the damaged or stolen property at the time of **loss**.
- b. The cost of repairing or replacing the damaged or stolen property with other of like kind and quality.

However, if we deem a covered **auto**, of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type, to be a **total loss**, within 180 days of **your** purchase of the **auto**, which has not been previously titled under the motor vehicle laws of any state, **we** may, at **our** option:

- (1) Replace the covered **auto** with a new **auto** of like make, model and year; or
- (2) Pay **you** an amount equal to the cost of the new **auto**, including taxes.

This coverage does not apply to a leased **auto**.

Total loss means a **loss** in which the cost of repair exceeds the actual cash value.

N. COLLISION DEDUCTIBLE AMENDMENT

PART VII, D.3. is replaced by:

D.3. For each covered **auto**, **our** obligation to pay for, repair, return or replace stolen property will be reduced by the applicable deductible shown in the declarations. However, any Comprehensive Coverage deductible shown in the declarations does not apply to **loss** caused by fire or lightning. No deductible applies to glass damage if the glass is repaired rather than replaced. If **your loss** is a Collision **loss** with another vehicle insured by Pekin Insurance Company or The Farmers Automobile Insurance Association for Collision Coverage, the lowest Collision deductible of the vehicles involved in the **loss** will apply.

O. NON-OWNED TRAILER PHYSICAL DAMAGE COVERAGE

1. The Comprehensive and Collision Coverage that apply to a covered **auto** also apply to certain **trailers you** do not own and are not hired **autos**. The **trailer** must be:
 - a. Designed for use with **your** covered **auto**;
 - b. Used with **your** covered **auto**; and
 - c. Other than a **trailer** of the home, office, store, display or passenger type.

2. **We** will pay up to \$1,000 per **loss** for damage or **loss** to a non-owned **trailer** as described in **O.1.** above of this additional coverage of this endorsement. No deductible applies to this coverage.
3. This coverage is excess over any other collectible insurance.

P. DRIVE OTHER CAR COVERAGE FOR EXECUTIVE OFFICERS

1. **PART IV - LIABILITY INSURANCE, D. WHO IS AN INSURED** is amended by adding the following as **insureds**:

Any of **your executive officers** and his or her spouse, while a resident of the same household, are **insureds** while using any private passenger or light truck (10,000 lbs. or less gross vehicle weight) type **auto you** hire, borrow or do not own except any **auto** owned by that **executive officer** or by any of his or her **family members**.

2. **PART V, MEDICAL PAYMENTS INSURANCE, C. WHO IS INSURED** is amended by adding the following as **insureds**:

Any of your **executive officers** and his or her **family members** are **insureds** while occupying any private passenger or light truck (10,000 lbs. or less gross vehicle weight) type **auto you** do not own except any **auto** owned by that **executive officer** or by any of his or her **family members**.

3. **PART VI, UNINSURED MOTORISTS INSURANCE (INCLUDING UNDERINSURED MOTORIST), D. WHO IS INSURED** is amended by adding the following as **insureds**:

Any of **your executive officers** and his or her **family members** are **insureds** while occupying any private passenger or light truck (10,000 lbs. or less gross vehicle weight) type **auto you** do not own except any **auto** owned by that **executive officer** or by any of his or her **family members**.

4. **PART VII, PHYSICAL DAMAGE INSURANCE** is amended to include coverage for:

Any private passenger or light truck (10,000 lbs. or less gross vehicle weight) type **auto you** hire, borrow or do not own is a covered **auto** while in the care, custody or control of

any of **your executive officers** or his or her spouse while a resident of the same household, except any **auto** owned by that **executive officer** or by any of his or her **family members**.

5. **PART I - KEY WORDS AND PHRASES WITH SPECIAL MEANING** is amended by adding the following, but only for the purposes of this additional coverage:

Executive officer means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.

Family member means a person related to an **executive officer** covered by this provision, by blood, marriage or adoption who is a resident of the **executive officer's** household, including a ward or foster child.

6. This Drive Other Car Coverage For Executive Officers is:
- a. Excess over other collectible insurance; and
 - b. Shall apply only when the **Drive Other Car Coverage - Broadened Coverage For Named Individuals Endorsement (1520 AZ)** is not included in or part of this policy.

PART VIII - CONDITIONS is amended as follows:

- B. OTHER INSURANCE** is amended by adding the following:

1. For Hired **Auto** Physical Damage Coverage, any covered **auto you** lease, hire, rent or borrow under a written contract or agreement which does not extend for more than three months is deemed to be a covered **auto you** own. However, any **auto** that is leased, hired, rented or borrowed with a driver is not a covered **auto**.
2. Regardless of the provisions in this policy condition, the liability coverage this policy provides is primary for any liability assumed under an **insured contract**.

- C. OUR RIGHT TO RECOVER FROM OTHERS** is amended by adding the following:

When required under a written contract executed prior to the **accident** for which **we** make payment for **bodily injury** or **property damage** arising out of operation of **autos** covered by this policy, **we** waive any right of recovery **we** may have against any other party with whom **you** agreed in such written contract to waive **your** right of recovery against that other party.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

Any person or organization for whom you are performing work when you and such person or organization have agreed in a written contract, executed prior to the accident or loss for which we make payment under this workers compensation policy, that you must add that person or organization under a Waiver Of Our Right To Recover From Others Endorsement on a policy of Workers Compensation insurance.

ENDORSEMENT

This Endorsement Changes the Policy -Please Read it Carefully

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Sole Negligence)**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV -Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Specifically and solely for the Third-Party shown below, notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph, it is hereby agreed that in the event of any ~~Suit~~ where the damages are caused by the insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third-Party to whom this endorsement applies is:

ANY PARTY FOR WHOM THE INSURED IS PERFORMING SERVICES, AT A SPECIFIED PROJECT SET FORTH IN A WRITTEN CONTRACT, THAT: (1) HAS BEEN SIGNED BY ALL PARTIES, INCLUDING THE NAMED INSURED AND THE PARTY SEEKING COVERAGE UNDER THIS ENDORSEMENT; AND (2) HAS BEEN ENTERED INTO BEFORE ANY LOSS HAS OCCURRED.

Any coverage provided pursuant to this endorsement shall be subject to all other terms, conditions, exclusions and endorsements of the policy to which this form is attached.

The endorsement is effective on the inception date of the policy unless otherwise stated below.

Policy Number: CIP439224

Named Insured: HALLMARK LANDSCAPE AND DESIGN, INC.

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

Endorsement Number	Inception Date 02/ 02/ 2022	Expiration Date 02/ 02/ 2023
Endorsement Effective	Policy Number CIP439224	
Named Insured: HALLMARK LANDSCAPE AND DESIGN, INC.		

AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

Wherever a Cancellation Condition for nonpayment of premium is found in the policy, the following is added:

If the insured failed to pay premium charged on a prior policy we issued and payment was due during the current renewal policy term, we may cancel this policy by mailing or delivering to the first Named Insured and mortgagee, if any, written notice of cancellation at least ten (10) days before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED BY WRITTEN CONTRACT TO PERFORM SERVICES WITHIN THE TERMS AND CONDITIONS OF THIS POLICY TO WHICH THIS FORM IS ATTACHED.	LOCATIONS AS REQUIRED BY WRITTEN CONTRACT.
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CHECK SHEET & TRANSMITTAL
Hallmark Landscape and Design Inc

DATE: August 3, 2022

PROJECT: Job Order Master Agreement: Landscaping Installation and Improvement Services

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

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS.

INSURANCE

- X Certificate of Evidence of Workers' Compensation for Prime Contractor (in the amount as stated in the original contract).
- X Certificate of Commercial General Liability Insurance (in the amount as stated in the original contract) for Prime Contractor. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY.**
- X Certificate of Comprehensive Automobile Liability Insurance (in the amount as stated in the original contract). **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMPREHENSIVE AUTOMOBILE LIABILITY.**
- N/A Certificate of Professional Liability Insurance
- X Builder's Risk Insurance (as stated in the original contract; this is based on project and not needed at this time)
The policy should list Pima County as a loss payee.

OTHER REQUIREMENTS

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

Judy Cooper
Procurement Design & Construction
Ph.: (520) 724-3727 / Email: Judy.Cooper@pima.gov

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix, AZ 85016	CONTACT NAME: Robin Alef PHONE (A/C, No, Ext): 602-374-1320 FAX (A/C, No): E-MAIL ADDRESS: robin.alef@usi.com														
INSURED M. Anderson Construction Corp. 4650 N. Kain Avenue Tucson, AZ 85705	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B: CopperPoint Western Ins Co</td> <td>13209</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westfield Insurance Company	24112	INSURER B: CopperPoint Western Ins Co	13209	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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:	X	X	TRA0995141	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	TRA0995141	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0	X		TRA0995141	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	1014890	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equ Hired Auto Physical Damage			TRA0995141	04/01/2022	04/01/2023	\$450,000 Lim/\$2,500 Ded \$500 Comp/Coll Ded

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

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, and Workers Compensation (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

PIMA COUNTY PROCUREMENT, DESIGN AND CONSTRUCTION DIVISION
 150 W. Congress, 5th Floor,
 Attn: Judy Cooper, Senior Buyer
 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

Belinda Davis

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DESCRIPTIONS (Continued from Page 1)

policies provide a Waiver of Subrogation when required by written contract. Per Project Aggregate applies.

RE: JOC Contract MA PO-23-017, Landscape Installation and Maintenance Services.

RE: Leased and Rented Equipment. The General Liability policy includes an Additional Insured endorsement that provides Additional Insured status to the Certificate holder. Certificate holder is named as loss payee with regards to Leased and Rented Equipment.

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

Additional Insured includes: Pima County, its departments, districts, boards, commission, officers, officials agents and employees.

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
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Item 2. **Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. **Exclusions**:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.b. is replaced with the following:

- b.** Up to \$2,500 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.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.d. is replaced with the following:

- 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.

I. ADDITIONAL INSURED - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

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

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1)** This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1)** Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

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

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

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

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

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **6. Representations**, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following:

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

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

All Projects

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

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

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section - III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **A. Coverage**, **2. Coverage Extensions**, **a. Supplementary Payments**, subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **B. Exclusions**, **5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage**, **4. Coverage Extensions**, **a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item **4. Coverage Extensions**:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, **A. Coverage**, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.
- 6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: M. Anderson Construction Corp.
Ringo Canyon Granite LLC
Endorsement Effective Date: 04/01/2022

SCHEDULE

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

Automatic Status when required by Contract

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

State

Blanket/Schedule/State

AZ

BLANKET

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

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

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

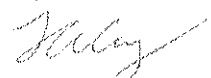
Endorsement Effective 04/01/2022
Insured M Anderson Construction Corp

Policy No. 1014890

Endorsement No. 8
Premium \$

Insurance Company CopperPoint Western Insurance Company

Countersigned by



WC 00 03 13
(Ed. 4-84)

CHECK SHEET & TRANSMITTAL
M. Anderson Construction Corp.

DATE: August 3, 2022

PROJECT: Job Order Master Agreement: Landscaping Installation and Improvement Services

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

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

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS.

INSURANCE

X Certificate of Evidence of Workers' Compensation for Prime Contractor (in the amount as stated in the original contract).

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

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

N/A Certificate of Professional Liability Insurance

X Builder's Risk Insurance (as stated in the original contract; this is based on project and not needed at this time)
The policy should list Pima County as a loss payee.

OTHER REQUIREMENTS

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

Judy Cooper

Procurement Design & Construction

Ph.: (520) 724-3727 / Email: Judy.Cooper@pima.gov

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



PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION • 150 W. CONGRESS STREET, 5TH FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (620) 724-3727 • FAX (620) 724-3846

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

M. Anderson Construction Corp.

Insured Firm

TRA0995141

Policy Number

Westfield Insurance Company

Insurance Carrier

Laurie Jakobs

Laurie Jakobs

Authorized Carrier Signature

Printed Name

8/3/22

Date of Signature

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2023

8/8/2022

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

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

PRODUCER Lockton Companies, LLC (dba Lockton Insurance Brokers, LLC) 777 S. Figueroa Street, 52nd Fl CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1507414 Santa Rita Landscaping, LLC 755 W Grant Rd Tucson, AZ 85705	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Specialty Insurance Company	NAIC # 12537
	INSURER B: Alaska National Insurance Company	38733
	INSURER C: CopperPoint Indemnity Insurance Company	13928
INSURER D: The Hanover Insurance Company	22292	
INSURER E:		
INSURER F:		

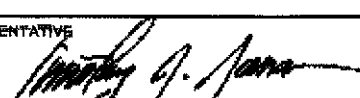
COVERAGES SANTRI **CERTIFICATE NUMBER:** 18774031 **REVISION NUMBER:** XXXXXXXX

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	ATN2231634	4/1/2022	4/1/2023	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 MED EXP (Any one person) \$ \$5,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
B	<input 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	22D AS 12081	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll ded. \$ 2,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$	N	N	BTN2238661	4/1/2022	4/1/2023	EACH OCCURRENCE \$ \$4,000,000 AGGREGATE \$ \$4,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	1022048	4/1/2022	4/1/2023	<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
D	Lease & Rented	N	N	IH3 H988224 02	4/1/2022	4/1/2023	Limit: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder(s) are Additional Insured(s) as per the attached endorsement or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law. RE: Project: Job Order Master Agreement: Landscaping Installation and Improvement Services. Contract No.: MA-PO-23-017. Pima County Procurement, its departments, districts, boards, commissions, officers, officials, agents, and employees are Additional Insured/Loss Payee as their interest(s) may appear with respect to leased and rented equipment to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

18774031 Pima County Procurement Design and Construction Division 150 W. Congress, 5th Floor Tucson AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Pima County Procurement
Design and Construction Division

150 W. Congress, 5th Floor

Tucson, AZ 85701

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **18774031**

- Email: LACertseDelivery@lockton.com
- Phone: (213) 334- 4669

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
777 South Figueroa Street Los Angeles, CA 90017

POLICY NUMBER: ATN2231634

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**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
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
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.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: ATN2231634

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY #: ATN2231634

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;
and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)

As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ATN2231634

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV — Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 1. The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 3. Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 4. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 5. A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that
- d. Any "employee" of yours while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

Alaska National

INSURANCE COMPANY

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

Alaska National
INSURANCE COMPANY

**5. Transfer Of Rights Of Recovery Against
Others To Us**

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.

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

State	Blanket/Schedule/State
AZ	BLANKET

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

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

This document may have been uploaded to the CopperPoint Portal.

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

Endorsement Effective 04/01/2022
Insured Santa Rita Landscaping LLC

Policy No. 1022048

Endorsement No. 3
Premium \$

Insurance Company CopperPoint Indemnity Insurance Company

Countersigned by,

WC 00 03 13
(Ed. 4-84)

POLICY NUMBER:ATN2231634

COMMERCIAL GENERAL LIABILITY
CG 20 12 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As required by permitting agency or municipality to pull permits necessary to perform the insured's work.

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

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

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

CHECK SHEET & TRANSMITTAL
Santa Rita Landscaping, LLC

DATE: August 3, 2022

PROJECT: Job Order Master Agreement: Landscaping Installation and Improvement Services

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

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

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS.

INSURANCE

X Certificate of Evidence of Workers' Compensation for Prime Contractor (in the amount as stated in the original contract).

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

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

N/A Certificate of Professional Liability Insurance

X Builder's Risk insurance (as stated in the original contract; this is based on project and not needed at this time)
The policy should list Pima County as a loss payee.

OTHER REQUIREMENTS

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

Judy Cooper
Procurement Design & Construction
Ph.: (520) 724-3727 / Email: Judy.Cooper@pima.gov

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