



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/05/19

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Wiss, Janney, Elstner Associates, Inc. (Headquarters: Northbrook, IL)

**\*Project Title/Description:**

Design Services: 130 W. Congress Facade Upgrade (XGCEXT)

**\*Purpose:**

Award: Contract No. CT-FM-20-144. This award of contract is to provide engineering services in a not-to-exceed amount of \$462,261.28 for a contract term from 11/05/19 to 11/04/22. Administering Department: Facilities Management.

**\*Procurement Method:**

Pursuant to the Direct Selection authority of A.R.S. § 34-103, award for Requisition No. 357007 is recommended to the above named consultant which has accepted the terms of the County's standard contract and with which the County has negotiated a satisfactory agreement.

Attachments: Direct Select Memo and Consultant Services Contract.

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

1. Contract task to remove and replace existing aged, deteriorated, and leaking window system from the 1960's with a modern window system that will result in better energy performance.
2. Require less overall maintenance due to water leakage into the building often requiring unique accommodations by employees during rain.
3. Replacement of the sealant at all concrete panel joints will have the effect of reducing conditioned air escaping to the environment and also preclude unwanted water infiltration into the building.
4. Provides for a long term solution that addresses recurring problems with the current systems.

**\*Public Benefit:**

1. Economic impact will be immediate as the building envelope will be sealed properly and to a high degree to preclude unwanted conditioned air from escaping directly.
2. Will have the impact on the central plant to make less drastic changes to the comfort air system.
3. Savings will be cumulative as the solution is for the long term and under a warranty.

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

A reduction in energy use with replacement of the existing window system with a high-performance system. The reduced energy use will reduce the load on the central plant and decrease building maintenance due to the failing window system.

**\*Retroactive:**

No.

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**Contract / Award Information**Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 20-144Effective Date: 11/05/19 Termination Date: 11/04/22 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☒ Expense Amount: \$\* 462,261.28 ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:** FM Capital Non-Bond ProjectsFunding 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.: \_\_\_\_\_

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

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

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:** \_\_\_\_\_Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

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

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*All Funding Source(s) required:** \_\_\_\_\_**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Funding Source:** \_\_\_\_\_**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_Contact: Scott Loomis 10/25/2019 Keith E. Rogers 10/25/2019Department: Procurement 10/29/19 Telephone: 520-724-8272Department Director Signature/Date: \_\_\_\_\_ 10/29/19Deputy County Administrator Signature/Date: \_\_\_\_\_ 10/30/2019County Administrator Signature/Date: \_\_\_\_\_ 10/30/2019


(Required for Board Agenda/Addendum Items)



## PIMA COUNTY

FACILITIES MANAGEMENT

### MEMORANDUM

**DATE:** September 13, 2019  
**TO:** Mary Jo Furphy, Procurement Director  
**FROM:** Lisa Josker, Facilities Management Director   
**SUBJECT:** Request Direct Select Professional Services of WJE Associates, for Design Services for the project, Exterior Façade for Buildings 130 W. Congress St.

**Background:** Pima County Administration East building, 130 W. Congress was built in 1967, and has seen ongoing maintenance for 52 years to seal the building's glass curtain wall and exterior pre-cast concrete panels from water infiltration and loss of conditioned air unnecessarily to the environment. Due to age, hot and cold cycle impacts to integrity of gaskets and seals, their bond to other materials, recurring maintenance applications to existing deteriorated gaskets in efforts to address and seal gaps in these exterior wall systems; they have outlived their useful life and can no longer adequately perform their primary function to provide a weather tight barrier to the environment. Significant change is required to address these matters to include addressing the thermal efficiency of these building systems that have degraded. Most recently, a forensic analysis was performed by WJE Associates to understand the extent of the problems with the exterior wall systems. Identified in their report as most significant were the existing unrepairable seals, deteriorated and inefficient glass curtain wall, and break down of sealants in the precast concrete panels. These seals and window systems are no longer reliable nor serviceable and are recommended for replacement, per their final report.

**Consultant Recommended Selection:** Pima County Facilities Management recently engaged WJE Associates to exam the extent and make recommendations to rectify the sources of the water infiltration, which occurs at the exterior glass curtain wall and precast wall panels. A design to upgrade the exterior facade for Pima County building at 130 W. Congress needs to commence, now that forensic analysis for the source of water infiltration is understood. WJE Associates is the appropriate full service firm with, 1) in house architects and engineers, that can provide, 2) continuity from the previously performed field investigation, to now prepare the final design and construction documents, and oversight in the construction administration phase, 3) possess expertise in solving similar problems with aged glass window wall systems and facades, 4) structural engineers versed in analysis of replacement glass curtain walls on multistory structures.

Local firms have been evaluated but have limited experience in this specialty area of glass curtain wall replacement for multistory structures. From the design firms considered, WJE Associates is the preferred firm who can provide comprehensive design services. Some of the detailed reasons are listed below:

1. Intimate familiarity with Pima County buildings and their inability to shed water, based on knowledge from prior inspections and testing.
  - a. Detail inspections and tests regarding the building curtain wall facade integrity.
  - b. Window Leak analysis based on ASTM standards for water testing of curtain walls.
2. Diverse interdisciplinary team of architects and engineers with the technical expertise to address matters with multistory buildings and glass curtain wall system solutions.
3. 50 years of technical experience in renovating building facades.
4. In-house technical expertise in curtain wall systems, exterior concrete cladding, glazing types & waterproofing methods.
5. Familiarity with the existing structural components of the Pima County buildings demonstrating a clear understanding of how glass curtain wall loads are transferred to the structure.

6. Comprehensive knowledge of building sealants, flashing, structural movement in buildings, curtain wall types and their appropriate application.
7. Experience with similar 1970's reinforced concrete post and slab structures.
8. Experience partnering and developing a rapport with Pima County Facility Management to deliver technically sound, economical and appropriate solutions.

**Requested Action:** The Facilities Management Department requests Wiss, Janney, Elster Associates, Inc. (WJE Associates) be selected to design the facade upgrades for Buildings 130 W. Congress.

The estimated amount for the design is \$400,000 for a contract term of 28 months pursuant to the Direct Select provisions of A.R.S. 34-103 and Board of Supervisors Policy D29.1 (C) (I) and (D).

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

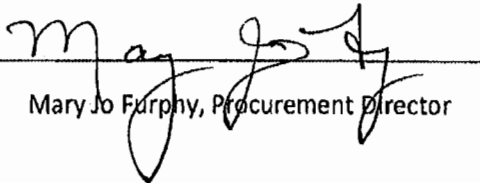


Lisa Josker, Facilities Management Director

Date: \_\_\_\_\_

09/16/19

Approved: \_\_\_\_\_



Mary Jo Furphy, Procurement Director

Date: \_\_\_\_\_

9/16/19

**PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT**

**PROJECT:** Design Services: 130 W. Congress Façade Upgrade (XGCEXT)  
**CONSULTANT:** Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, Illinois 60062  
**CONTRACT NO.:** CT-FM-20-144  
**AMOUNT:** \$462,261.28  
**FUNDING:** FM Capital Non-Bond Projects

**CONSULTANT SERVICES CONTRACT**

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Wiss, Janney, Elstner Associates, Inc. hereinafter called CONSULTANT, collectively referred to as the Parties.

**WITNESSETH**

**WHEREAS**, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Design Services for the 130 W. Congress Façade Upgrade (XGCEXT).

**WHEREAS**, CONSULTANT is qualified and willing to provide such services; and

**WHEREAS**, CONSULTANT has technical expertise in the specialty area of glass curtain wall replacement for multistory structures, technical experience in renovating building facades, and intimate familiarity with Pima County buildings based on prior inspections and testing; and

**WHEREAS**, CONSULTANT was determined under the direct select provisions of A.R.S. § 34-103 to be the best source for said work; and

**WHEREAS**, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

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

**ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract as approved by the Board of Supervisors commences on November 5, 2019 and terminates on November 4, 2022, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, must approve change orders to the Contract or the Scope of Services before CONSULTANT performs the work authorized by the change orders.

**ARTICLE 2 – SCOPE OF SERVICES**

CONSULTANT agrees to provide Design Services for the Project for COUNTY as described in **EXHIBIT A: SCOPE OF WORK** (12 pages), attached to this Contract.

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

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT Not to Exceed Four Hundred Sixty Two Thousand Two Hundred Sixty One Dollars and Twenty Eight Cents (\$462,261.28). CONSULTANT'S fees will be as stated in **EXHIBIT B: CONSULTANT FEE PROPOSAL** (2 Pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. COUNTY may consider adjustments to rates in connection with any extensions of the Contract term.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and SUBCONSULTANT charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. SUBCONSULTANT charges will be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under Article 22, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

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

### **ARTICLE 4 – INSURANCE**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

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

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 4.1.1 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, and products – completed operations.
- 4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.  
Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.
- 4.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

4.2 Additional Insurance Requirements:

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

- 4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 4.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 4.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, hand-delivered or sent by facsimile transmission to Pima County Procurement, 130 W. Congress Street, 3<sup>rd</sup> Floor, Tucson, Arizona 85701, 520-724-4434.

4.4 Verification of Coverage:

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**ARTICLE 5 – INDEMNIFICATION**

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

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

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

#### **ARTICLE 6 – COMPLIANCE WITH LAWS**

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

#### **ARTICLE 7 – STATUS OF CONSULTANT**

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

#### **ARTICLE 8 – CONSULTANT'S PERFORMANCE**

CONSULTANT will perform the work in accordance with the terms of the Contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONSULTANT will obtain the approval of COUNTY.

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

#### **ARTICLE 9 – NON-WAIVER**

The failure of COUNTY to insist in any one or more instance upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

#### **ARTICLE 10 – SUBCONSULTANT**

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

#### **ARTICLE 11 – NON-ASSIGNMENT**

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

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

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

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

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

#### **ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST**

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

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

#### **ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT**

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONSULTANT and its sureties, if any, will be liable for any damage to the COUNTY resulting from CONSULTANT'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
  - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
  - 3. Failure to provide competent supervision at the site;
  - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
  - 5. Failure to make prompt payment to subconsultants or suppliers for material or labor;
  - 6. Loss of CONSULTANT'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 CONSULTANT'S performance of this Contract;
  - 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or

8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
  2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
  3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor the CONSULTANT charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONSULTANT. Examples of such causes include—
    - (i) Acts of God or of the public enemy,
    - (ii) Acts of COUNTY in either its sovereign or contractual capacity,
    - (iii) Acts of another consultant in the performance of a Contract with COUNTY,
    - (iv) Fires,
    - (v) Floods,
    - (vi) Epidemics,
    - (vii) Quarantine restrictions,
    - (viii) Strikes,
    - (ix) Freight embargoes,
    - (x) Unusually severe weather, or
    - (xi) Delays of subconsultants or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subconsultants or suppliers; and
  2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

#### **ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY**

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

#### **ARTICLE 17 – NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY will have no further obligation to CONSULTANT, other than payment for services rendered prior to termination.

#### **ARTICLE 18 – NOTICES**

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

##### **COUNTY:**

Lisa Josker, Director  
Facilities Management  
150 W. Congress 3rd Floor  
Tucson, Arizona 82701  
Tel: (520) 724-3085

##### **CONSULTANT:**

Richard A. Weber, Principal and Project Manager  
Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, Illinois 60062  
Tel: (847) 272-7400

#### **ARTICLE 19 – OTHER DOCUMENTS**

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in CONSULTANT'S response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this Contract is inconsistent with those of any other document, the Contract provisions prevail.

#### **ARTICLE 20 – REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 24 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

#### **ARTICLE 21 – SEVERABILITY**

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

#### **ARTICLE 22 – BOOKS AND RECORDS**

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

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

#### **ARTICLE 23 – DELAYS**

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

#### **ARTICLE 24 – DISPUTES**

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

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

#### **ARTICLE 25 – OWNERSHIP OF DOCUMENTS**

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

#### **ARTICLE 26 – PUBLIC INFORMATION**

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

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

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will COUNTY be in any way financially responsible for any costs associated with securing such an order.

#### **ARTICLE 27 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

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

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

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

**ARTICLE 28 – ISRAEL BOYCOTT CERTIFICATION:**

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

***The remainder of the page intentionally left blank.***

**ARTICLE 29 – ENTIRE AGREEMENT**

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

\_\_\_\_\_  
Chairman, Board of Supervisors

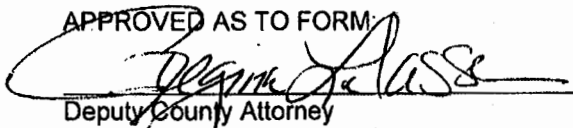
\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

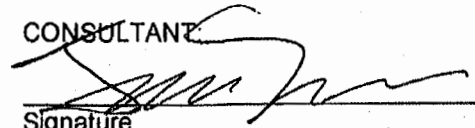
  
Deputy County Attorney

**REGINA NASSEN**

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

10.27.2019  
Date

CONSULTANT:

  
Signature

JEAN WU ASSOCIATE PRINCIPAL  
Name and Title (Please Print)

10.31.2019  
Date



## **PIMA COUNTY FACILITIES MANAGEMENT**

### **New Buildings Division**

150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701  
Tel: 520-724-3085

## **SCOPE OF PROFESSIONAL SERVICES REQUIRED**

DATE (Version): October 15, 2019  
PROJECT NAME: 130 W. Congress Facade Upgrade  
PROJECT LOCATION: 130 W. Congress Street, Tucson, Arizona

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### **A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT**

#### **1. General Provisions:**

The Scope of Professional Services shall include all professional services required to design and oversee construction of the Project (Work).

All work shall be performed by persons registered, or under the direct supervision of a Registered Professional that is currently registered in the State of Arizona for the type of service rendered. The Registered Professional, if not self-employed, shall be employed by a firm that is registered in the State of Arizona to provide consulting services in the discipline(s) provided by the firm under this contract per ARS Section 32-141. The names of the firm and firm registration number(s), including any branch offices involved in work under this contract, and the names of the Registered Professional(s) listed on the State of Arizona firm registration and any other Registered Professional(s) involved in work under this contract shall be supplied. The Registered Professional in responsible charge for each discipline is responsible for all construction documents including drawings, specifications, reports, calculations, and any other professional documents pertaining to the professional services they provide and shall seal and sign all construction documents for which they are responsible per Section R4-30-303 of the Arizona Administrative Code.

The COUNTY lacks the available expertise for the Project, and has therefore, by this Agreement, employed the CONSULTANT. Written approval of plans, specifications, reports, and other construction documents by the Board of Supervisors is only for conformance with the program design concept of the Project. This approval does not imply approval of nor attest to the accuracy, suitability, or completeness of the design, drawings, dimensions, details, proper selection of materials, nor compliance with applicable codes or ordinances.

Such accuracy, suitability, or completeness is the sole responsibility of the CONSULTANT for the Project.

If a Guaranteed Maximum Price construction of the Project, or any phase thereof, is not received for an amount within the construction budget, the COUNTY shall implement options as defined in section 4 of this document.

The CONSULTANT shall prepare minutes of all meetings in the design phase between the COUNTY, the CMAR and the CONSULTANT, for review and approval by the COUNTY. Meetings shall take place, at a minimum, on a bi-weekly basis with the COUNTY and the CONSULTANT'S TEAM through the design phase.

During the design phase of the project the CMAR shall prepare a Master Project Schedule to encompass the entire project including the construction phase for review and approval by the COUNTY. The CMAR shall develop the baseline project schedule in Microsoft Project with input from the CONSULTANT and the COUNTY. The CMAR shall then be responsible to maintain and update the schedule on a monthly basis until construction begins. Along with the schedule the CMAR shall provide progress reports to the COUNTY's project manager on a bi-monthly basis throughout the Design Services. The CMAR will submit each schedule revision to the COUNTY for review and approval.

## **2. Project Narrative: (Design Services: Scope of Work based on Full Replacement Option)**

The Work of this project shall provide for the replacement of the existing curtain wall system (glazing system) for the entire exterior facade of Pima County building 130 West Congress with a new glass curtain wall system and drainage system. This project shall also replace the existing exterior sealant system for the entire façade of this building. The Scope of Work for the design shall include but is not limited to the following general description items with intent to provide a complete and functional curtain wall system for each building and joint sealant replacement.

Reference is made to the WJE Draft Report of April 9, 2019 in which recommendation for replacement, (Approach 3) was stated. The focus of this Project is guided by this option, as is all supportive work necessary to complete the Scope.

### **a. Curtain wall system replacement design scope:**

1. Remove existing single pane curtain wall system, support system, flashings, and sealants back to the building. Existing Transite panels and insulation shall be indicated for removal, by others.
2. Provide for a new glass curtain wall system that;
  - a) Based on current occupancy, provides a curtain wall system that is least disruptive to existing building occupants and operations.
  - b) Provides a simple to install, cost effective, affordable, accurate and built at the factory to the greatest degree for a high quality installation.
  - c) Utilizes thermal barrier break design.
  - d) Sheds water from the face of the curtain wall and manages the removal of water. Provide analytical recommendation of best option for this installation.
3. Select appropriate mullion system to align with existing mullion pattern for this building facade that;
  - a) Drains water away from the curtain wall system.
  - b) Improves energy performance by reducing air loss and provides for an integrated thermal break.
  - c) Shall be structurally sound for the application, matches existing system finish and attaches to and supported by the existing building structure, and

as required by the curtain wall manufacturer's written and detailed instruction.

4. Delineate phasing of the work.
  5. Abut and align new curtain wall system to existing interior finish systems, soffits, furr-outs, sills, concrete slabs, etc., and provide design for repair of existing interior finish systems to abut new curtain wall system.
  6. Design as needed UL approved fire safing detail at each intersection of the concrete floor slabs and the curtain wall for installation in this project.
  7. Design and detail the curtain wall attachment details to the existing building structure as required by the curtain wall manufacturer, to support the curtain wall system, allow for vertical and lateral movement, impart loads to the building structure, and other requirements of the curtain wall manufacturer.
  8. Utilize services of a State of Arizona licensed structural engineer to analyze the impact of the new curtain wall system on the building structure. Provide supporting calculations and detailing of the final connections. During the construction administration phase utilize a structural engineer to assist in coordinating field response to address structurally related matters.
  9. Design and detail header support framing for existing stained glass panels above the exterior doors for building 130.
  10. Use spandrel glass in the curtain wall consistent with existing location and color.
  11. Design and detail for unique drainage and flashing conditions where the curtain wall system seals against an existing roof or wall.
  12. Provide assistance to the COUNTY to prepare a phasing diagram for the work based on the CMAR schedule.
  13. The new design shall recognize that work of the project shall be closely coordinated with the COUNTY to determine the scheduling and sequencing of the installation in order to minimize disruption to the building occupants and operations.
  14. Remove existing exterior metal grilles. Design and detail a new finished, framed grille installation at stair landings that prevents access by birds.
  15. Existing building structure fire proofing shall remain undisturbed.
  16. Design, perform, and oversee the final water acceptance test.
  17. Provide written energy performance analysis for the new curtain wall, to calculate improved energy savings over the existing system.
  18. Building 130 (Administration East) has one story addition on the north and south sides of the building. The windows in these additions are not part of the project since they are already insulated. All Work on the curtain wall system shall be closely coordinated with the COUNTY to determine the scheduling and sequencing of the installation in order to minimize disruption to the building occupants and operations.
- b. Exterior panel precast facade design scope:
1. Remove completely all existing exterior sealant and backer material to provide for a clean installation directly to the building.
  2. Design and select new sealant and backer rod system consistent for the exposure and performance for the size joints between the precast wall panels for the purpose of preventing water and air infiltration. System shall be installed per the manufacturer's written instruction. Final color shall match the existing system.
  3. Apply 100% solids clear penetrating sealer to the exterior of the existing precast wall panels.

4. Rout, clean, and seal miscellaneous hairline cracks in the panel faces.

The County's Project Team will consist of representatives from Pima County Facilities Management (PCFM) who will have final decision making authority during both the design and construction phases. Other participants on the design team may include members from **Risk Management**.

(See **Map of the Area** prepared by the County at the end of **Exhibit A**.)

### **3. Architectural/Engineering Services**

Architectural and engineering services for this Project shall be overseen by a Pima County Facilities Management Architect.

Professional services for this Project consist of the following phases and as described below:

- a. Schematic Design Phase SD (at a minimum)
  1. Design curtain wall details and installation concept, review CMAR cost estimate for the design, outline specifications, design and structural calculations, and narratives that defines the scope. Perform code analysis.
  2. Cost estimate review. Validate scope.
- b. Design Development Phase DD (at a minimum)
  1. Building elevations and associated details for the approved curtain wall option and joint sealant, manufacturer information, implementation plan, preliminary specifications, documents indicating size, dimension, and character to the Work. Code analysis development. Cost estimate review.
  2. Update documents based on previous review comments.
- c. Construction Documentation Phase CD (two submittals)
  1. 50% CD Review
    - a) Design option set, dimensioning and detailing for approved option includes structural connections, Site Plan developed, Code analysis complete, draft specifications of applicable sections, material colors and finish selections, implementation plan detailed as necessary. Review CMAR cost estimate.
    - b) Updated documents based on previous review comments.
  2. 100% CD Bid Documents
    - a) Final detailing, specifications document, code analysis review, calculations, elevations and coordinated elements of the drawings. Review CMAR cost estimate for consistency with design elements.
    - b) Sealed and permit ready drawings, book specifications, cut sheets and all documents necessary for permitting.
    - c) Updated documents based on previous review comments.
- d. Bidding and Negotiation Phase
- e. CMAR Coordination and GMP Review Phase
- f. Construction Administration and Testing Phase
- g. Record Drawings Phase

These Design and Construction Administration services shall include the following services:

- a. Architectural
- b. Structural Engineering
- c. CMARs cost estimate, review
- d. Water Infiltration testing (at 4 locations) as required to demonstrate performance based on ASTM E1105 and air leakage testing in compliance with IECC C402.5.2.
- e. Sealant testing
- f. Fire safing inspection/s as needed for conformity with construction documents
- g. Energy performance analysis to calculate energy savings.
- h. Travel to the project as necessary to support the project.

1. Where possible, GSA rates for lodging and meals apply unless prior approval by COUNTY is given in writing for changes due to market, seasonal, and other reasonable conditions.

#### 4. Estimated Budget & Cost Control

The total design and construction administration budget for this Project shall be determined with input from the CONSULTANT, CMAR, and COUNTY based on options for the PROJECT. The cost determining factors shall be;

- a. Type of option based on the WJE Facade Investigation Report dated April 9, 2019 to include the curtain wall selection.
- b. Method for sealing the exterior precast panels and the facade panel joints.
- c. Phasing of the project based on means and methods for the option selected.
- d. Value engineering

**The CONSULTANT shall assist in maintaining the project's design within the construction budget.** The CONSULTANT shall provide recommendations and value engineering items within the scope of the project, to include material changes or alternative options for COUNTY review and approval. If the CMAR's estimate of the Cost of Work exceeds the Construction Budget, **at any phase/submittal**, Pima County shall have the following options:

- a. Give written approval of an increase in budget for the Cost of the Work; or
- b. Conditionally approve the submittal, directing the Consultant to work with the Project Manager, CMAR and other stakeholders to revise the scope and quality of the Project as required to meet the Construction Budget; or
- c. Terminate the contract in accordance with contract provisions contained in Article 19.

At each submittal phase, the COUNTY and the CONSULTANT will also review the CMAR cost estimate for approval.

5. **Project Schedule:** Design Services shall begin upon receipt of an approved contract and a Notice to Proceed from the Project Manager. Time frames shown are estimated and master schedule shall be determined as indicated below.

- a. Design
  1. Design through Construction Documents 18 weeks overall
    - a) Schematic Design SD – 5 weeks
    - b) Design Development DD – 6 weeks
    - c) Construction Documents CD - 7 weeks
  2. Permits and Bids – 8 weeks overall
- b. Construction Administration
  1. Construction Administration
    - a) Bldg. 130 W. Congress - 65 weeks overall
  2. Project Closeout – 8 weeks overall
- c. Total for all Project phases – 99 weeks Total Project

The master project schedule is developed in association with the CONSULTANT, CMAR, COUNTY and Project Team.

***Project duration during Construction may be extended due to weather delays.***

**6. Design Services Detail:**

**a. Applicable Codes and Regulations:**

The CONSULTANT shall provide construction documents and assist the COUNTY with obtaining a building permit with Pima County Development Services.

The CONSULTANT shall assist the COUNTY with submission to the Arizona State Fire Marshal (ASFM) for permit as applicable.

The CONSULTANT must comply with all Pima County and ASFM adopted codes.

**b. Schematic Design Phase:**

Upon the COUNTY's written approval of the WJE Final Report, the CONSULTANT shall continue into this phase of the Project to verify the information provided by the COUNTY and review issues of relevance to include but not limited to; physical design parameters, material selections, existing business operations, existing finish systems to remain and COUNTY recommendations. The CONSULTANT shall validate site conditions, collect data necessary to perform the engineering of the project, and meet the Project Team to discuss and coordinate the specifics of the Project and ensure compliance with Contract Documents.

The Schematic Design Submittal shall provide the information necessary to proceed to the Design Development Phase of the Project and shall include at a minimum drawings, design narratives from each discipline, outline specifications, calculations and other documents which establish the general scope and conceptual design, and any other preliminary concerns specific to the Project.

The COUNTY will provide written review comments and the CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments prior to the next submittal.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, CMAR, Project Team and the CONSULTANT's team. The submittal shall consist of PDF and AutoCAD formats.

The CONSULTANT shall review the CMAR's cost estimate, provide scope clarifications and answer questions from the CMAR.

Written approval of the Schematic Design Phase by the COUNTY is necessary before proceeding on to the Design Development Phase of the Project.

**c. Design Development Phase:**

This Phase consists of drawings, specifications, proposed material schedules and cut-sheets and other documents necessary to describe the size and character of the entire Project as to architectural, structural systems, code analysis, energy benefit analysis, and materials, and such other disciplines as may be appropriate. Design Development Documents shall be submitted to the COUNTY for review and approval.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, CMAR, Project team and the CONSULTANT's team. The submittal shall consist of PDF and AutoCAD files. The CONSULTANT shall prepare and submit a written response from the previous submittal to each of the COUNTY's review comments at this time.

The CONSULTANT shall review the CMAR's cost estimate, provide scope clarifications and answer questions from the CMAR.

d. Construction Documents Phase (50% Completion):

The CONSULTANT shall prepare from the approved Design Development Documents, 50% completed Construction Documents, including preliminary drawings, structural connections, draft Specifications and material color and finish selections, and implementation plan, and any calculations or reports not included in the drawing set, setting forth in detail the requirements for the construction of the entire Project, and shall be familiar with the standard Pima County CMAR contract, which the COUNTY will provide to the CONSULTANT. The CONSULTANT shall coordinate with the COUNTY on the Project's General Requirements to be included in the Project Manual.

The CONSULTANT and/or sub-consultants with the County's Project Manager shall meet with local and State Agencies to review and verify architectural and engineering documents. This includes, however is not limited to, consultation with Pima County Development Services, the Arizona Office of State Fire Marshal, other agencies as applicable. The CONSULTANT shall conduct a quality review session with the design team prior to submission to the COUNTY. A document review session, "page-turn", will be held with the COUNTY, CMAR, Project Team and the CONSULTANT's team to review details of the submittal, answer questions and discuss solutions to design challenges. The COUNTY will provide review comments from these sessions.

Upon the completion of each submittal to the COUNTY, County will provide written review comments to the CONSULTANT who shall prepare and submit a written response to each of the COUNTY's review comments prior to the next submittal.

The submittal shall consist of PDF and AutoCad formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal.

The CONSULTANT shall review the CMAR's cost estimate, provide scope clarifications and reconcile the CONSULTANT's and CMAR's estimate.

The CONSULTANT must receive from the COUNTY written approval of each Construction Documents Phase before proceeding to the next Construction Document Phase.

e. Construction Documents (100% Completion):

The CONSULTANT shall develop from the 50% Construction Documents; the 100% Construction Document submission to be submitted by the COUNTY's Project Manager to obtain the building permits and begin the GMP phase. This submission includes sealed drawings and full (book) specifications, calculations and product cut sheets, setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines, including utility providers, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The CONSULTANT shall conduct an in-house quality review session prior to submission to the COUNTY (teleconference meeting).

At the time of submission for building permit, the CONSULTANT shall coordinate with the COUNTY Project Manager what is required to be delivered to the permit authorities.

The CONSULTANT shall provide the COUNTY with all required documentation for submittal for the Construction Permit, or any other permits, or review processes required by said governmental authorities. These documents shall include, but not limited to, completed sealed construction documents, specifications, calculations and special inspection certificates (if necessary), International Energy Conservation Code compliance documentation for the building envelope and other design related information needed to obtain a construction permit. The CONSULTANT and CMAR will submit these documents to Pima County Development Services and other agencies for permit review.

The CONSULTANT must receive from the COUNTY's Project Manager's written approval of the Completed Construction Documents before proceeding to the next phase. Upon approval of the submittal, CONSULTANT shall make any required changes during the Bidding Phase by Addendum/Addenda.

f. GMP Cost Review and Reconciliation Phase:

The CONSULTANT shall assist the COUNTY in answering any questions that may arise from the CMAR pertaining to the Construction Documents. Should Addenda become necessary, the CONSULTANT shall prepare and distribute same with direction provided by the COUNTY's Project Manager. The CONSULTANT will assist in the review of subcontractor bids and the subcontractor buyout, contingencies and allowances to help determine the most advantageous Guaranteed Maximum Price (GMP) to the COUNTY and for recommending that GMP for award by the Pima County Board of Supervisors.

A Pre-Bid Conference shall be part of the GMP Documents Phase, and CONSULTANT shall attend this conference, to which all potential bidders shall be invited and the CMAR shall prepare minutes for the meeting.

g. Construction Administration Phase of the Construction Contract:

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona, and as the same may hereinafter be amended with approval of both parties after review by the CONSULTANT.

The term "Contractor" as used herein shall mean the party entering into a contract with COUNTY for the construction of the Project defined by the Construction Documents.

CONSULTANT's Construction Administration Phase shall commence with the pre-construction meeting/notice-to-proceed to the General Contractor and will terminate upon completion of the final acceptance of the Close-Out Document package. The CONSULTANT shall assist the COUNTY in a timely completion of the Close-Out Documents. CONSULTANT's Construction Administration Services, beyond the completion time period specified above shall require specific written approval by the COUNTY by written amendment to this agreement.

The CONSULTANT shall provide administration of the Construction Contract as set forth in the Construction Contract and General Conditions of the Owner-Contractor Construction Contract. The extent of the CONSULTANT duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without the written consent of the CONSULTANT, and that of the COUNTY.

The CONSULTANT, as the representative of the COUNTY during the Construction Phase, shall advise and consult with the COUNTY. All of the COUNTY instructions to the CMAR shall be issued through the CONSULTANT. The CONSULTANT shall have authority to

act on behalf of the COUNTY to the extent provided in this Agreement, the Construction Contract, and the General Conditions, unless otherwise modified in writing.

The CONSULTANT shall at all times have access to the Work whenever it is in preparation or progress.

The CONSULTANT shall make sufficient visits to the site so as to ascertain the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. SUB-CONSULTANTS to the CONSULTANT shall also furnish periodic written records of their inspection of the Work, which shall be submitted to the COUNTY, through the CONSULTANT, for the COUNTY files. The COUNTY shall have the authority to enter the project work site as it deems necessary to review the progress of the Work.

The CMAR (CONTRACTOR) shall chair a construction meeting on a consistent frequency as needed to oversee the construction, on site, with the CONSULTANT represented and the COUNTY and provide written minutes of the meetings to all attendees.

The CONSULTANT shall not be responsible for construction means, methods, techniques, or procedures in connection with the Work, nor shall he be responsible for the CMAR's failure to carry out the Work in accordance with the Contract Documents; for the acts or omissions of the CMAR, or Subcontractors agents or employees.

The CONSULTANT shall immediately notify the COUNTY if the CMAR is failing to carry out the work in accordance with the Contract Documents, and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The CONSULTANT shall prepare a list of critical construction inspection times and items to be inspected, and said schedule shall be made part of the successful Contractor's required performance. Notwithstanding any provisions of previous paragraphs, and based on such observations at the site and on the Contractor's Applications for Payment, the CONSULTANT shall determine the amount owing to the Contractor and certify the payment of such amounts on the CMAR's Applications for Payment.

The Certification of the Application for Payment shall constitute a representation by the CONSULTANT to the COUNTY based on the CONSULTANT's observations of the site and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the CONSULTANT's knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion; to the results of any subsequent tests required by the Contract Documents; to minor deviations from the Contract Documents correctable prior to completion; to the review of Contractor's As-Built Documents; and to the specific qualifications stated in the Certificate for Payment) and that the Contractor is entitled to payment in the amount certified. When the CMAR has made proper application therefore, the CONSULTANT shall forward the certified Application for Payment to the COUNTY.

The CONSULTANT may decline to approve an Application for Payment and may withhold the Application in whole or in part, if in the CONSULTANT's opinion he is unable to make representations to COUNTY as provided in the above paragraph. The CONSULTANT may also decline to approve any Applications for Payment, or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the COUNTY from loss because of:

Defective work not remedied, or;

Claims filed, or reasonable evidence indicating probable filing of claims, or;

Failure of the CMAR to make payments to sub-contractors for labor, materials or equipment, or;

Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum, or;

Damage to another contract, or;

Reasonable indication that the Work will not be completed within the Contract Time, or;

Unsatisfactory execution of the Work by the CMAR.

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

The CONSULTANT may, on request, and at his discretion, furnish to any sub-contractor, if practicable, information regarding percentages of completion certified by the CMAR on account of Work done by such sub-contractors.

The CONSULTANT shall be, in the first instance, the interpreter of the requirements of the Contract Documents and of the performance there under by both the COUNTY and CMAR. The CONSULTANT shall recommend decisions on all claims from the COUNTY or CMAR relating to the execution and progress of the work on all other matters or questions related thereto.

CONSULTANT shall provide requirements for review materials testing and special inspections. The CONSULTANT shall also review testing and observations reports for compliance with buildings codes and the Contract Documents. The CONSULTANT shall notify the owner of any discrepancies and assist with the COUNTY on determining a solution. Testing will be contracted with and paid by Pima County independently of this contract.

The CONSULTANT shall have the authority to reject Work, which does not conform to the Contract Documents, and to require, if in his opinion necessary, special inspection or testing (by others) of any Work at any stage of progress. The CONSULTANT shall also notify the COUNTY of the necessity to require the CMAR to stop the Work whenever, in his opinion, it may be necessary for the proper performance of the Contract. The COUNTY, when necessary, shall issue the order to Stop the Work.

The CONSULTANT shall review and approve shop drawings, samples, and other submissions of the CMAR with reasonable promptness. The CONSULTANT shall furnish any requested additional instructions in writing, by means of drawings, or otherwise, necessary for the proper execution of the Work. All such instructions or drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The CONSULTANT shall make minor changes in the Work not involving extra cost, delay, or claim of any kind against the COUNTY and/or CMAR, and not inconsistent with the purposes of the Project. Otherwise, except in an emergency endangering life or property, the CONSULTANT shall prepare and process no extra work or change except by WRITTEN approval and Change Order signed by the COUNTY. The CONSULTANT shall review and respond to said Change Orders as well as any Request for Proposals to the CMAR.

The CONSULTANT shall produce, and determine, the date of issuance of the Certificates of Substantial Completion and Final Completion shall receive written guarantees, waiver of liens, and related documents assembled by the CMAR, and shall issue a final Certificate for Payment.

h. Project Close Out

The CONSULTANT shall review the CMAR'S as-built plans for accuracy and completeness at the completion of the project and submit the Record Drawings Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the COUNTY at the time of submission.

1. As part of the Project Closeout requirements, the CONSULTANT shall prepare records drawings in AutoCAD format which contain external references (x-refs) by using the "Bind" command so that the x-ref drawing becomes part of the final drawing. This will prevent unintentional updating of archived drawings by later changes to referenced drawings. Binding an x-ref to the final drawing makes the x-ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x-ref drawings, including all its x-ref-dependent names objects (blocks, dimension styles, layers, line types, and text styles) by using the XREF Bind option. Referenced images, PDFS, or other file format shall also be bound and submitted individually as part of the record drawings package.
2. When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use: Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names objects with the x-ref's drawing name. Consequently, any duplicate objects in the x-ref are ignored, and the names objects in the current drawing take precedence. Although this feature eliminates redundancy of duplicate layer names, it may give unexpected results if there are duplicate named objects.
3. Do not create drawings using proxy objects.
4. Provide a digital copy of the Record Drawings in AutoCAD format and deliver to the COUNTY.
5. The CONSULTANT shall provide a PDF file for each sheet within the original Construction Drawings Package. Each file shall be labeled with the sheet name; i.e. A001, M-01, etc.
6. If the CONSULTANT used Revit to develop the Construction Drawings, the CONSULTANT shall provide Revit files to the COUNTY in addition to any AutoCAD format drawings provided.

The CONSULTANT shall review the Contractor's Operations and Maintenance Manuals (O&M Manual) and provide a list of items to be corrected or submitted per the Construction Documents. The Consultant shall back check the O&M Manual for completeness and notify the COUNTY when to direct the Contractor to submit to the COUNTY.

**B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY**

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

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager.  
Reproduction costs

2. A Project Manager from Facilities Management assigned to work with the CONSULTANT and CMAR.
3. Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;
4. Any reports and/or mitigation known to Pima County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
5. Any building Materials and Finishes Standards desired by the COUNTY;
6. Apply for and pay all building permit fees to include Pima County Wastewater fees (if any);
7. Consultation with Pima County officials as required.
8. Obtain and pay for third party Commissioning Agent.
9. PC FM will Provide Pima County Design and Construction Standards.
10. Coordination with business operations representatives.

**MAP OF THE PROJECT AREA**



**END EXHIBIT "A"**

# EXHIBIT B: CONSULTANT FEE PROPOSAL (2 Pages)

130 W Congress Facade Upgrade  
Pima County

Tucson, AZ  
WJE File #2018.4988

**WJE** ENGINEERS  
ARCHITECTS  
MATERIALS SCIENTISTS

Scope of Work Task	Principal	Associate Principal	Senior Associate	Architect/Engineer III	Subtotal Fees	Airfare	Hotel per day (GSA rate)	GSA Per Diem (per person)	Ground Transport and Airport Parking (rental car p/day)	Subtotal Expenses	Comments / Assumptions
<b>Design Phase</b> (assume concurrent design of 130 and 150 buildings)	\$281	\$228	\$192	\$158		\$800	\$109.33	\$61	\$50		
<b>Schematic Design</b>											
Project Startup and Initial Site Visit	5	12	20	20	\$ 11,141	1.5	4	5.5	4	\$ 2,172.82	Site visit to obtain information for development of schematic docs. Architect and structural engineer (SA and AEIII staff) for 3 full days, (AP for 2 full days).
Develop Drawings		20	24	20	\$ 3,160						
Schematic Structural					\$ 9,168						
Meetings (5 meetings on line)	2	15	6		\$ 5,134						Provide meeting minutes
<b>Design Development</b>											
Site Visit for Follow-up Information	2	15		4	\$ 4,614	0.5	1.5	1.5	1.5	\$ 730.50	Two day site visit (AP) to obtain outstanding site information
Documents	8	24		60	\$ 17,200						
Structural Analysis	4	16	24		\$ 9,380						
Meeting (6 meetings; 1 onsite)	3	20	4		\$ 6,171	0.5	0.5	0.75	0.5	\$ 525.42	Include one day onsite meeting to review concepts with glazing contractor
Energy Analysis Support		6	1		\$ 1,560						Provide energy model support and curtain wall information
Energy Analysis (subconsultant)					\$ 1,325						Consultant Adams and Associates Engineers
<b>Construction Document</b>											
Drawings (includes 50% and 100% Completion)	12	40		80	\$ 25,132						
Structural Analysis	4	4	10		\$ 3,956						
Submittals to County		8	12	20	\$ 7,288						
Specification	12	12	4		\$ 6,876						
Meetings (7 meetings; 1 onsite after 50% submission)	4	20			\$ 5,684	0.5	0.5	0.75	0.5	\$ 525.42	Include one on-site meeting (includes reviewing concepts with glazing contractor)
GMP Meeting	4	12	4		\$ 4,628	0.5	0.5	0.75	0.5	\$ 525.42	Includes one day onsite meeting
Contingency Meeting (1 meeting)	2	12			\$ 3,298	0.5	0.5	0.75	0.5	\$ 525.42	One (1) contingency meeting to be used during design phase
<b>Total Design</b>	62	236	109	204	\$ 125,715.00					\$ 5,005.00	
			25% contingency		\$ 31,428.75						
					\$ 162,143.75	total (w/ contingency and expenses)					
<b>Construction Administration</b>											
(assume construction not concurrent with 150)											
Pre-construction Meetings (2 meetings on site)	20	20			\$ 10,180	2	2	3	2	\$ 2,101.66	Provide meeting minutes
Construction Meetings (Assume 22 meetings on line)	8	88			\$ 22,312						One-day site visit performed every other week during construction (total 22) with site visit report.
Site Visits and Report (Assume 22) (include 4 meetings with SV)	24	120	188	100	\$ 86,000	25	30	42	28	\$ 27,241.90	Assume two staff (AP and SA) at SV at start of construction. Assume 4 additional half day onsite meeting during SV (AP staff).
Air and Water Penetration Testing (to be performed during SV)			96	96	\$ 33,600	4	8	9	8	\$ 5,023.64	Assume testing at 4 locations for 2 days each for 2 staff (SA and AEIII). To be performed during scheduled SV (expenses for 1 additional staff)
RFI	12	40	20		\$ 16,332						
Pay Applications		16			\$ 3,648						
Shop Drawings/Submittals	24	60	20		\$ 24,264						Assume initial review and resubmittal review of shop drawings.
Closure	4	40			\$ 10,244	2	4	5	4	\$ 2,542.32	
Mockup Onsite (includes testing of mockup)	8	24		40	\$ 14,040	2	6	8	6	\$ 4,243.98	Assume 3 days onsite by AEIII and 2 days onsite by AP for review and testing of mockup.
Curtain Wall Plant Visit (assume same manufacturer for both systems)		16			\$ 3,648	1	1	1.5	1	\$ 1,050.83	Expenses includes \$1200 for equipment and shipping charges.
<b>Total Construction Administration</b>	100	424	324	236	\$ 224,268					\$ 42,204.33	
			15% contingency		\$ 33,640.20						
					\$ 300,112.53	total (w/ contingency and expenses)					
<b>Grand Total (Design and Construction)</b>					\$ 462,261.28						

# Wiss, Janney, Elstner Associates, Inc.

## Schedule of Direct Labor and Indirect Expense Rates

### Pima County Arizona

Based upon Current Average Salary Rates at WJE Positions

as of 10-21-2019

Billing Classification	Avg. Hrly Rate	212.29% **		10.00%					
		Overhead	Subtotal	Profit	YR1	YR2	YR3	Avg	
Effective Dates:						10/1/2019	10/1/2020	10/1/2021	
						9/30/2020	9/30/2021	9/30/2022	
Salary Escalation:							2.00%	2.00%	
Principal	\$ 80.06	\$ 169.96	\$ 250.02	\$ 25.00	\$ 275.00	\$ 281.00	\$ 287.00		\$ 281.00
Associate Principal	\$ 65.27	\$ 138.56	\$ 203.83	\$ 20.38	\$ 224.00	\$ 228.00	\$ 233.00		\$ 228.00
Senior Associate	\$ 54.62	\$ 115.95	\$ 170.57	\$ 17.06	\$ 188.00	\$ 192.00	\$ 196.00		\$ 192.00
Associate III	\$ 45.07	\$ 95.68	\$ 140.75	\$ 14.07	\$ 155.00	\$ 158.00	\$ 161.00		\$ 158.00
Associate II	\$ 37.20	\$ 78.97	\$ 116.17	\$ 11.62	\$ 128.00	\$ 131.00	\$ 134.00		\$ 131.00
Associate I	\$ 31.57	\$ 67.02	\$ 98.59	\$ 9.86	\$ 108.00	\$ 110.00	\$ 112.00		\$ 110.00
Senior Specialist	\$ 40.11	\$ 85.15	\$ 125.26	\$ 12.53	\$ 138.00	\$ 141.00	\$ 144.00		\$ 141.00
Specialist	\$ 35.83	\$ 76.06	\$ 111.89	\$ 11.19	\$ 123.00	\$ 125.00	\$ 128.00		\$ 125.00
Senior Technician	\$ 29.74	\$ 63.14	\$ 92.88	\$ 9.29	\$ 102.00	\$ 104.00	\$ 106.00		\$ 104.00
Technician II	\$ 24.58	\$ 52.18	\$ 76.76	\$ 7.68	\$ 84.00	\$ 86.00	\$ 88.00		\$ 86.00
Technician I	\$ 17.40	\$ 36.94	\$ 54.34	\$ 5.43	\$ 60.00	\$ 61.00	\$ 62.00		\$ 61.00

\*\* Overhead Rates are determined using a single tier method of calculation. The rates have been audited by the public accounting firm of FG MK, LLC, are based upon actual expenses of fiscal year 2018, and are documented through an audit report.



WISSJAN

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/30/2019

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

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

<b>PRODUCER</b>  USI Insurance Services LLC 10 S. Wacker, 17th floor Chicago, IL 60606	<b>CONTACT NAME:</b> Sam Barbera	<b>FAX (A/C, No):</b> 847-291-9371	
	<b>PHONE (A/C, No, Ext):</b> 847-753-7211	<b>E-MAIL ADDRESS:</b> sbarbera@wje.com	
<b>INSURED</b> Wiss, Janney, Elstner Associates, Inc. Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Charter Oak Fire Insurance Co.		25615
	<b>INSURER B:</b> Travelers Property Casualty Co of America		25674
	<b>INSURER C:</b> United States Fire Insurance Company		21113
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 14643249**REVISION NUMBER:** See below

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P-630-6368C258-COF-19	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <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 <input checked="" type="checkbox"/> Comp/Coll <input checked="" type="checkbox"/> \$1,000 ded.			810-0N693115-19-43-G	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-41N11473-19-NF	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	408-736659-6	06/01/2019	06/01/2020	<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)

RE:WJE No. 2018.4988.1- 130 West Congress Exterior Facade.

Additional Insured: Pima County, its departments, districts, boards, commissions, officers, officials, agents and employees

Subject to the terms, conditions, limitations and exclusions of the policy evidenced herein: The above are included as Additional Insureds when required by written contract with the Named Insured under the general liability and auto liability, but only with respect to services provided by Wiss, Janney, Elstner Associates, Inc., regarding the referenced project.

**CERTIFICATE HOLDER****CANCELLATION**

Pima County  
Procurement Department  
Design & Construction Division  
130 W Congress Street, 3rd Floor  
Tucson, AZ 85701-1317

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 14194700 issued on 5/14/2019)



WISSJAN

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/30/2019

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

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

<b>PRODUCER</b>  USI Insurance Services LLC 10 S. Wacker, 17th floor Chicago, IL 60606	<b>CONTACT NAME:</b> Sam Barbera <b>PHONE (A/C, No, Ext):</b> 847-753-7211 <b>E-MAIL ADDRESS:</b> sbarbera@wje.com <b>FAX (A/C, No):</b> 847-291-9371														
<b>INSURED</b> Wiss, Janney, Elstner Associates, Inc. Attn: Sam Barbera 330 Pflingsten Rd. Northbrook IL 60062	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Lloyd's of London</td><td></td></tr><tr><td>INSURER B:</td><td></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: Lloyd's of London		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lloyd's of London															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 14643251**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			W1755E190501	01/01/2019	01/01/2021	\$2,000,000 Per Claim \$2,000,000 Annual Agg

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

RE:WJE No. 2018.4988.1- 130 West Congress Exterior Facade.

**CERTIFICATE HOLDER****CANCELLATION**

Pima County Procurement Department Design & Construction Division 130 W Congress Street, 3rd Floor Tucson, AZ 85701-1317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

(This certificate replaces certificate# 13733342 issued on 12/17/2018)

**Additional Remarks Schedule (Continued from Page 1)**

Excess/Umbrella Liability Policy follows form.

When agreed in written contract, coverage is provided on a primary and non-contributory basis.

Waiver of Subrogation is afforded the Additional Insureds under all listed policies.

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

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

pplies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
  - II. The names and addresses of any injured persons and witnesses; and
  - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- I. Immediately record the specifics of the claim or "suit" and the date received; and
  - II. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

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

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

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

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

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

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

**SCHEDULE**

ANY PERSON OR ORGANIZATION WHOM OR WHICH YOU HAVE WAIVED SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT WITH THAT PERSON OR ORGANIZATION PROVIDED SUCH WRITTEN CONTRACT:

1. IS CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE DURING THE TERM OF THIS POLICY; AND
2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.

THIS FORM DOES NOT APPLY IN: CA, TX, KY, NH, NJ AND UT.

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

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

This endorsement modifies insurance provided under the following:

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

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

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

### **SCHEDULE**

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

ANY PERSON OR ORGANIZATION THAT YOU  
ARE REQUIRED TO INCLUDE AS AN INSURED  
IN A WRITTEN CONTRACT OR AGREEMENT  
THAT IS SIGNED AND EXECUTED BY YOU  
BEFORE THE "BODILY INJURY" OR "PROPERTY  
DAMAGE" OCCURS AND THAT IS IN EFFECT  
DURING THE POLICY PERIOD.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

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

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **PROVISIONS**

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

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

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

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

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

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

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

## COMMERCIAL GENERAL LIABILITY

### c. Method Of Sharing

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

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

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

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

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

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

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

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

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

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

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

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

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

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

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

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

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

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

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

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

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

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

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

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