

COB - BOSAIR FORM

01/13/2026 2:42 PM (MST)

Submitted by Jorden.Oliver@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PDC SC2500000668

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 02/17/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Aztec Flooring LLC (Headquarters: Tucson, AZ), Continental Flooring Company (Headquarters: Scottsdale, AZ), Flooring Systems of Arizona, Inc. (Headquarters: Tucson, AZ), Tucson Commercial Carpet, Inc. (Headquarters: Tucson, AZ)

Project Title / Description: Job Order Contract: Flooring Services

Purpose: Award: Supplier Contract No. SC2500000668. This award of supplier contract is recommended to the highest-ranking qualified contractors in an annual shared amount of \$500,000.00 for an initial 1-year contract term from 02/17/26 to 02/16/27 which may be extended for up to 4 additional one-year terms. Administering Department: Project Design and Construction.

This is an indefinite delivery/indefinite quantity job order contract. Funding sources will be determined at time of project job order. For projects estimated less than \$20,000.00, the department may select a contractor based on availability, specialty or other such basis as the department may determine in its sole discretion. For projects estimated at \$20,000.00 or more, all contractors will be given the opportunity to compete on the basis of cost or cost and schedule through a request for quotation. No individual job order may exceed \$180,000.00, including any change orders.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Request for Qualifications No. RFQu-2500022159 was conducted in accordance with A.R.S. § 34-604 and Pima County Board of Supervisors Policy D29.1. Four responsive statements of qualifications were received and evaluated by a 5-member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, the final list of the highest-ranking qualified contractors are recommended for award.

To: COB 01-28-26(1)

Vers: 0

Pgs: 206

Attachments: Notice of Recommendation for Award and Supplier Contract.

| | |
|---|--|
| Program Goals/Predicted Outcomes: | To establish a Job Order Contract with qualified contractors that provide flooring services. |
| Public Benefit and Impact: | The County is able to select a job order contractor to perform flooring services in an effective and efficient manner. |
| Budget Pillar | <ul style="list-style-type: none">Core functions & excellent service |
| Support of Prosperity Initiative: | <ul style="list-style-type: none">N/A |
| Provide information that explains how this activity supports the selected Prosperity Initiatives | N/A |
| Metrics Available to Measure Performance: | Performance will be measured using the contractor evaluation process as outlined in BOS Policy D29.1(E). |
| Retroactive: | NO |

Contract / Award Information

Record Number: SC PDC SC2500000668

| | |
|---------------------------|--------------|
| Document Type: | SC |
| Department Code: | PDC |
| Contract Number: | SC2500000668 |
| Commencement Date: | 02/17/2026 |
| Termination Date: | 02/16/2027 |

Total Expense Amount:

\$500,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Various Funds

Funding from General Fund? NO

Contract is fully or partially funded with Federal Funds? NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Procurement

Name: James Johnson

Telephone: 520.724.7465

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: **Scott Loomis** Digitally signed by Scott Loomis
Date: 2026.01.13 12:53:58 -07'00' Date: _____

Procurement Director Signature: **Bruce D Collins** Digitally signed by Bruce D Collins
Date: 2026.01.13 14:58:12 -07'00' Date: _____

Department Director Signature:  Signed by: _____ Date: 1/15/2026

Deputy County Administrator Signature:  Date: 1/14/2024

County Administrator Signature: _____ Date: 1/20/2024



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: December 31, 2025

The Procurement Department hereby issues formal notice to respondents to **Solicitation No. RFQu-2500022159 Job Order Contract: Flooring Services** that the following listed respondents will be recommended for award of a shared Supplier Contract in the annual award amount of \$500,000.00. The award action is scheduled to be performed by the Board of Supervisors on or after February 3, 2026.

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

AWARDEE NAMES

Aztec Flooring LLC
Continental Flooring Company
Flooring Systems of Arizona, Inc.
Tucson Commercial Carpet, Inc.

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

Issued by: James Johnson, Procurement Officer

Telephone Number: (520) 724-7465

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

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

PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION

PROJECT: Job Order Contract: Flooring Services

CONTRACTORS: Aztec Flooring LLC
1215 E. Warehouse Ave.
Tucson, AZ 85719

Continental Flooring Company
9319 N. 94th Way, Suite 1000
Scottsdale, AZ 85258

Flooring Systems of Arizona, Inc.
3501 E. Golf Links Rd.
Tucson, AZ 85713

Tucson Commercial Carpet, Inc.
PO Box 5216
Tucson, AZ 85703

CONTRACT NO.: SC2500000668

AMOUNT: \$500,000.00

FUNDING: Various Funds

JOB ORDER CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called County, and Aztec Flooring LLC, Continental Flooring Company, Flooring Systems of Arizona, Inc. and Tucson Commercial Carpet, Inc., hereinafter called Contractor in the singular, Contractors in the plural, and collectively referred to as the Parties.
- 1.2. Authority. County has a need to establish an Agreement with up to 4 Job Order Contractors for Flooring Services.
- 1.3. Qualifications Based Solicitation. County conducted a competitive qualifications-based procurement pursuant to A.R.S. §34-604, for Job Order Contractors under RFQu-2500022159. Based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, County selected the 4 highest qualified Contractors as Job Order Contractors. The Job Order Contractors have agreed to be bound by and adhere to the requirements of this Agreement.

2. Basic Terms, Renewals, Extensions and Revisions.

- 2.1. Initial Term. This Contract (Agreement), as approved by the Board of Supervisors, commences on February 17, 2026, and terminates on February 16, 2027, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the Job Order Contractors will be assigned and perform tasks and projects under this Agreement.

- 2.2. Extension Options. County, at its sole discretion, may extend up to 4 additional 1-year terms or add funding to this Agreement at any time with the acknowledgment of the Contractors and the Board of Supervisors' or the Procurement Director's approval pursuant to Board of Supervisor Policy D29.4. Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within 10 calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the Parties.
- 2.3. Individual Job Orders. Individual job orders will be implemented by issuing a Purchase Order (PO) to the selected Job Order Contractor to perform the work. Each PO will be an independent contract that will incorporate and be subject to the terms of this Agreement. The terms "PO", "Delivery Order (DO)", "Job Order", and "Contract" are used interchangeably in this Agreement.
- 2.3.1. Competition Thresholds.
- 2.3.1.1. For projects less than \$20,000.00, and during emergency situations, County may select a Contractor based on availability, specialty, or such other basis as County may determine in its sole discretion. During emergency situations requiring immediate attention by County (i.e., Flooding or other disaster prevention) County reserves the right to select a Job Order Contractor on a non-competitive basis for the work. In addition, the requirement that a Job Order Contract be in place prior to the initiation of work is waived during such an event. During such an emergency, a Contractor may be contacted and given instructions by a County Project Manager to perform the work immediately without an approved Job Order. It is understood that County will prepare a Job Order as soon as practicable following said instructions.
- 2.3.1.2. For projects of \$20,000.00 or more, all Contractors will compete on the basis of cost or cost and schedule through a request for quotation. Price may be either a fixed cost or a guaranteed maximum price.
- 2.3.1.3. All federally funded Job Orders will be competitively bid among all Contractors.
- 2.3.1.4. No individual Job Order may exceed \$180,000.00, including change orders.
- 2.3.2. Small Business Enterprise. These services are subject to the Pima County Code, Title 20, and Chapter 20.04, pertaining to participation of subcontractors. The Pima County SBE Program is a race and gender-neutral program established to encourage contracting with all small businesses. Due to limited subcontracting opportunities, No Goal has been set for participation by Small Business Enterprises (SBE). The current list of certified SBE firms can be located on the City of Tucson's Procurement Website, [City of Tucson Business Enterprise Program Certification & Compliance System](#).
- 2.3.3. Construction Completion Time: Work performed under this Agreement will be as stated in Individual Job Orders issued under this Agreement. County will assess Liquidated damages against Contractor based upon the construction completion time, if so specified in a Job Order.
- 2.3.4. Subcontractors: Subcontractors will be selected in accordance with Contractor's Subcontractor Selection Plan, incorporated herein by reference.
3. **Scope of Services.** Contractor will provide County all labor, materials and equipment necessary to complete the project as described in Exhibit A – Scope of Services (51 Pages), incorporated into this Agreement. All work will be done per specifications called for in the bid documents as contained in Pima County Solicitation Number RFQu-2500022159, Exhibit B - General Conditions (14 Pages),

Exhibit C - Special Conditions – Multiple Award Job Order Contract (12 Pages), Exhibit D – Supplemental Provisions For Federal-Aid Contracts (3 Pages) and other documents incorporated into this Agreement.

4. Compensation and Payment.

4.1. Compensation. County will pay Contractor as specified.

4.1.1. Invoices. Contractor will provide detailed documentation in support of requested payment. The Contractor must cite the Purchase Order number on all invoices. Payments will be made in accordance with ARS § 34-609.

4.1.1.1. For the period of record retention required under Section 25, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

5. Federal Funding. County and Contractor understand the Job Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding.

5.1. Federal Labor Standards. Federal Labor Standards are applicable for Job Orders identified as being federally funded.

5.2. Additional Requirements. Federal forms will be attached to the Job Order, and Contractor agrees to be bound by all requirements.

5.2.1. Exhibit D – Supplemental Provisions for Federal-Aid Construction Contracts.

5.2.2. Davis Bacon (AZ. Wage Decision). Minimum wage rate, withholding, payroll, apprentice, subcontracting, and termination provisions, and the Work Hour and Safety Standards Act related to overtime pay and safety.

5.3. Subcontracting. Contractor will not subcontract on any federally funded Job Order with any firm or person listed in the Federal Government's [System for Award Management \(SAM\) system](#) with an active exclusion.

6. Insurance. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

6.1. Ratings. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.2. Insurance Coverages and Limits.

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

- 6.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- 6.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement with a Combined Single Limit (CSL) of \$1,000,000 each accident.
- 6.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of 1 or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.
- 6.2.1.4. Builder's Risk Insurance – Insurance applies to this Agreement, but need not be provided unless required for a particular job order. If Builders Risk Insurance applies to a particular job order, then Contractor is required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value under the job order, which shall include "All Risk" coverage. Pima County shall be named as a "Loss Payee". Contractor is responsible for equipment, materials, and supplies until completion of the project and acceptance by County.
- 6.2.1.5. Claims-Made Coverage. Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Contractor must maintain such coverage for a period of not less than 3 years following Agreement expiration, termination or cancellation.

6.3. Additional Insurance Requirements:

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

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

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6.4. Notice of Cancellation:

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

6.5. Verification of Coverage:

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

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

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

6.6. Approval and Modifications:

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

7. Indemnification.

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

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

- 7.3. Upon request, Contractor may fully indemnify and hold harmless any private property owner granting a right of entry to Contractor for the purpose of completing the project.
8. **Bonding Requirements.** Contractor will file payment and performance bonds with County, as required by A.R.S. §§ 34-610 and 34-611, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this Agreement.
- 8.1. Bonds will be submitted on an annual basis for the full value of all construction reasonably anticipated during the Agreement year or may be provided on a Job-Order by Job-Order basis; in the latter case, Contractor will anticipate additional Job Orders and provide bonds in reasonable increments.
- 8.1.1. If bonds are secured on a Job-Order by Job-Order basis, the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and prior to release of the Purchase Order.
- 8.2. At no time will the cumulative value of the bonds be less than the total value of the construction performed by Contractor under this Agreement, including Job Orders awarded to Contractor but not yet completed.
9. **Laws and Regulations.**
- 9.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement.
- 9.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.
- 9.3. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract licensed.
10. **Status of Independent Contractor.** Contractor is an independent Contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
11. **Contractor/Subcontractor Performance.**
- 11.1. Performance. Contractor will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. Contractor will employ suitably trained and skilled personnel to perform all required services under this Agreement. Prior to changing any key personnel, especially those key personnel County relied upon in making this Agreement, Contractor will obtain County's approval.
- 11.2. Responsibility. Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under this Agreement. Without additional compensation, Contractor will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement,

regardless of County having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to County.

- 11.3. **Subcontractor License.** Contractor will ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Agreement. Contractor will not permit any Subcontractor to perform work that does not fall within the scope of the Subcontractor's license, except as may be permitted under the rules of the Registrar of Contractors.
- 11.4. **Subcontractor Acts and Omissions.** Contractor will be fully responsible for all acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement creates any obligation on the part of County to pay any Subcontractor, except as may be required by law.
- 11.5. **Subcontractor List.** Contractor must use the Subcontractor's named on Contractor's Subcontractor List submitted with the bid. No Subcontractor may be added or changed without the prior written approval of County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE Subcontractors may be approved at the discretion of County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of County. Approval for substitution of SBE Subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Section 20.28.050 of the Pima County Code have been met.
12. **Assignment.** Contractor will not assign its rights or obligations under this Agreement in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
13. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subcontractors. During the performance of this Agreement, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
14. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
15. **Authority to Contract.** Contractor warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Agreement.
16. **Non-Waiver.** The failure of County to insist in any 1 or more instances upon full and complete compliance with any of the terms and provisions of this Agreement or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
17. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

18. Termination of Contract for Default.

18.1. Upon a failure by Contractor to cure a default under this Agreement within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Agreement for default by written notice to Contractor. In this event, County may take over the work and complete it by Contract or otherwise. Contractor and its sureties, if any, will be liable for any damage to County resulting from Contractor's default, including any increased costs incurred by County in completing the work.

18.2. Default Events. The following constitutes an event of default:

18.2.1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Agreement, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;

18.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;

18.2.3. Failure to provide competent supervision at the site;

18.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;

18.2.5. Failure to make prompt payment to Subcontractors or suppliers for material or labor;

18.2.6. Loss of Contractor's business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Contractor's performance of this Agreement;

18.2.7. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Agreement; or

18.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Contractor, or Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

18.3. Termination. In the event of a termination for default:

18.3.1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Contractor for this project become County's property and will be delivered to County not later than 5 business days after the effective date of the termination;

18.3.2. County may withhold payments to Contractor arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Contractor is determined; and

18.3.3. Subject to the immediately preceding subparagraph 18.3.2, County's liability to Contractor will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

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18.4. Non-Termination. County will not terminate the Agreement nor any Job Order issued under this Agreement for default or charge Contractor with damages under this Section if:

18.4.1. Except for subparagraph 18.2.8 in subsection 18.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

- 18.4.1.1. Acts of God or of the public enemy,
- 18.4.1.2. Acts of County in either its sovereign or contractual capacity,
- 18.4.1.3. Acts of another Contractor in the performance of a contract with County,
- 18.4.1.4. Fires,
- 18.4.1.5. Floods,
- 18.4.1.6. Epidemics and pandemics,
- 18.4.1.7. Quarantine restrictions,
- 18.4.1.8. Strikes,
- 18.4.1.9. Freight embargoes,
- 18.4.1.10. Unusually severe weather, or
- 18.4.1.11. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the Subcontractor(s) or suppliers; and

18.4.2. Contractor, within 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.

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

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

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

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

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

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

County:

Rod Lane, Director
Pima County Project Design and Construction
150 W. Congress St, 3rd Floor
Tucson, AZ 85701
Tel: (520) 724-2089

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

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

23. **Agreement Documents.**

23.1. Incorporation of Documents: Contractor and County in entering into this Agreement have relied upon information provided in Solicitation No. RFQu-2500022159 – Flooring Services, Exhibit A – Scope of Services, Bonds (Bid, Payment, and Performance Bonds), Exhibit B – General Conditions, Exhibit C - Special Conditions – Multiple Award Job Order Contract, Exhibit D - Special Provisions, Technical Specifications and Plans, Construction Documents, Drawings and Specifications, Amendments, and on information provided in Contractor's response to this Solicitation. These documents are hereby incorporated into and made a part of this Agreement by reference as if set forth in full herein.

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

23.2.1. This Agreement

23.2.2. Exhibit B – General Conditions

23.2.3. Exhibit C - Special Conditions – Multiple Award Job Order Contract

23.2.4. Exhibit D – Supplemental Provisions for Federal-Aid Contracts

23.2.5. Special Provisions, Technical Specifications, and Plans

23.2.6. Contractor Response to the Solicitation

23.2.7. Instructions to Bidders

23.2.8. Invitation to Bid

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

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

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

25. Books and Records.

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

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

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

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

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

29. Disputes.

29.1. Resolving Dispute. In the event of a dispute between County and Contractor regarding any part of this Agreement or the Parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Agreement and Contractor's counterpart official, such meeting to be held within 1 week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

30. Public Records.

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

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30.2. Records Marked Confidential.

- 30.2.1. Any information submitted related to this Agreement that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.
- 30.2.2. Notwithstanding the above provisions, in the event records marked confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked confidential 10 business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the 10-day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential, nor shall County be in any way financially responsible for any costs associated with securing such an order.

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

- 31.1. Compliance with Immigration Laws. Contractor warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each Subcontractor who performs any work for Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.
- 31.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 31.3. Remedies for Breach of Warranty. Any breach of Contractor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Contractor to penalties up to and including suspension or termination of this Agreement. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement Subcontractor (subject to County approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.
- 31.4. Subcontractors. Contractor will advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

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

- 31.5. **Costs.** Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Contractor. In the event that remedial action under this Section results in delay to 1 or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time but not costs.
32. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
33. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within 5 business days and provide a written certification to County regarding compliance within one hundred eighty days.
34. **Heat Injury and Illness Prevention and Safety Plan** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
35. **Cooperative Use of Resulting Agreement.** Reserved.
36. **Counterparts.** This Agreement may be executed in 1 or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated between the Parties as original signatures for all purposes.
37. **Amendment.** Except for the amendment provision above in Section 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
38. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

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

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

PIMA COUNTY:

CONTRACTOR:

Chair, Board of Supervisors

Signature

Date

Name and Title (Please Print)

Date

ATTEST:

Clerk of the Board

Date

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

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PIMA COUNTY:

Chair, Board of Supervisors

Date

CONTRACTOR:

Russell Hays
Signature

Russell Hays owner
Name and Title (Please Print)

1/14/26
Date

ATTEST:

Clerk of the Board

Date

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

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONTRACTOR.



Signature

Christopher L. Coleman, President

Name and Title (Please Print)

1/6/2026

Date

ATTEST:

Clerk of the Board

Date

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PIMA COUNTY:

Chair, Board of Supervisors

Date

CONTRACTOR:

Carmen Castaño

Signature

Carmen Castaño - Project Manager

Name and Title (Please Print)

1/14/2026

Date

ATTEST:

Clerk of the Board

Date

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

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONTRACTOR:


Signature

SUSAN C. HOBBIT, President
Name and Title (Please Print)

1/14/2026 ROC# 072626 & 120812
Date

ATTEST:

Clerk of the Board

Date

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

Exhibit A – Scope of Services (51 Pages)

This is an indefinite quantity job order contract under which the Contractor will provide all labor materials, management, supervision, services and coordination required to provide a full range of flooring services, all such work to be requested by the County from time to time by issuance of an individual job order for each individual project.

GENERAL REQUIREMENTS:

General Scope: Scope of work will include repair, replacement, and new installations of flooring in existing County-owned commercial buildings.

Specifications: All work under this Job Order Master Agreement shall be performed in accordance with the following Specification Sections attached and incorporated hereto as Exhibit A – Attachment 1 Product Specifications (50 pages):

- 093013 – Ceramic Tiling (Porcelain)
- 096516 – Vinyl Sheet Flooring
- 096519 – Resilient Tile Flooring
- 096813 – Carpet Tile
- 096816 – Sheet Carpeting (Broadloom)
- 099726 – Cementitious Coatings

Services:

Contractor will provide all labor, materials, equipment, management, supervision, services, and coordination required to provide a full range of flooring services. The scope of work for each project cannot be precisely defined at this time, but the range of services Contractor may be responsible for includes, but is not limited to, such work typically provided by the following Flooring Services:

- Porcelain tiles
- Vinyl sheet goods
- Vinyl composition tiles
- Carpet tiles
- Broadloom carpet
- Rolled rubber base
- Sub-floor preparation

Post Construction Services: The Contractor shall supply all warranty and manufacturer's information to the Pima County Project Design and Construction (PDC) Project Manager at the completion of project.

Warehouse Services: The Contractor shall provide warehouse space in which to store the surplus product remaining after each project, as described in the Product Specifications. The Contractor shall inform the county's project manager if any product required for a particular installation is available in the warehouse and the quantity of such material. Maintain an updated written inventory of all products, run number, color, and quantity. Provide an updated list to PCFM as inventory changes.

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

The Contractor shall prepare a written estimate of the proposed work to be done for each project, and shall present same to the PDC Project Manager within 3 working days of the request for quotation for approval and acceptance

prior to beginning any work. The PDC Project Manager will evaluate the response(s) and select award based on the procedures outlined in Exhibit C – Special Conditions – Multiple Award Job Order Master Agreement. Upon acceptance, the vendor will be notified of the impending award. Issuance of the delivery order shall be considered Notice to Proceed to the Contractor. The Contractor shall submit a preliminary project schedule within 5 days of receiving the NTP indicating the start and finish dates based on the scheduled delivery date of the product. Emergency repairs to any type of flooring material will begin within 4 hours.

Contractor shall provide detailed documentation in support of requested payment. Payment requests will be made using format as directed by County. NO PAYMENT REQUESTS WILL BE ACCEPTED UNTIL AFTER THE NOTICE TO PROCEED HAS BEEN ISSUED.

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

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

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

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

ORDERING AND SCHEDULING:

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

COMPLETION AND ACCEPTANCE:

Each project issued under this Contract shall commence and be completed as agreed upon in each Notice to Proceed. Acceptance of the work shall be upon approval of the PDC Project Manager.

PAYMENT:

Pay requests for projects issued under this Contract, shall conform to the provisions of Article 3 of the Contract.

No shop time, travel time or portal-to-portal charges shall be invoiced without the prior approval of PDC.

WARRANTIES:

The Contractor shall warrant that all items provided, and workmanship performed pursuant to this Contract, complied with the specifications issued for the specific project, and conform to generally accepted procedures, practices and methods that are appropriate for the services provided. Any defective workmanship or materials discovered prior to or within 2 years of acceptance of each project, shall be corrected by the Contractor at no further expense to, and to the satisfaction of the County. Ordinary wear and tear, and abnormal abuse or neglect, are excepted.

In the event that the Contractor shall fail to make such required repairs, adjustments, or other work that may become necessary by such defects, the County may affect those repairs, adjustments, or other work, and back charge the Contractor for costs incurred.

The Contractor shall provide the manufacturer's Warranty to the County prior to final payment by the County.

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

INSPECTION:

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

In the case of any dispute arising between the Inspector and the Contractor, as to the manner of performing the work, the Inspector shall have the authority to suspend the work until the issue can be resolved by the PDC Project Manager. Inspectors shall in no case act as Foreman, or perform any other duties for the Contractor, or interfere with the management of the work by the Contractor. Inspection and Supervision by the County shall not be considered as direct control of individual workmen and his work. Such direct control shall remain solely the responsibility of the Contractor's Foreman or Superintendent.

SUPERVISION BY THE CONTRACTOR:

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

PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:

The Contractor shall properly guard and protect all finished and partially finished work, and shall remain responsible for same until the work is completed or accepted. Release of partial payment for work partially completed shall not relieve the Contractor from such responsibility. The Contractor shall turn over fully completed work including equipment documentation and blueprint as-built as applicable prior to receiving final payment.

DUST PREVENTION:

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

UTILITY LOCATION:

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

SERVICES TO BE PROVIDED BY THE COUNTY:

The County shall provide the following items and services in support of the Contractor's work:

1. Pre-Proposal meeting and tour of the proposed site and existing conditions for each project.
2. Any as-built drawings and specifications that may exist for the facility.
3. Cost of any materials testing necessary to accomplish the Project.
4. Construction Documents prepared in support of the specific Project.

5. A PDC Project Manager will be assigned to work with the Contractor throughout the term of the Project. All project communications must flow through the Project Manager.
6. Any information available regarding building utilities and services as required. This does not limit or negate the requirement of the Contractor to verify the field conditions.
7. Any reports and/or mitigation regarding asbestos-containing materials in County buildings. Pima County will contract directly with asbestos abatement contractors, should that be necessary, per the General Conditions.
8. Any building Materials and Finishes Standards.
9. Consultation with Risk Management Safety Officers and Hazardous Material Offices.

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EXHIBIT A – ATTACHMENT 1 (50 Pages)

Product Specifications

Section 093013- Ceramic Tiling (Porcelain)

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all Porcelain Tiles and related items as indicated and specified.
2. Ceramic Tiles.
3. Porcelain Tiles.
4. Thresholds and transitions.
5. Waterproof and crack-suppression membrane for thin-set installations.
6. Setting and grout materials.
7. Sealants.
8. Cementitious backer units.

B. Related Documents:

1. Section 099726 - Cementitious Coatings.

1.2 REFERENCES

- A. Facial Dimension:** 18" x 18", 24" x 24", 12" x 24", 6" x 24"; Class 5 - Severe or Extra Heavy Rated Commercial Tiles
- B. Facial Dimension:** 14" x 14" or 16" x 16"; Class 4 - Medium to Heavy Rated Commercial Tiles

1.3 SEQUENCING AND SCHEDULING

- A.** Wherever possible, install tile and accessories after other finishing operations, excluding painting, have been completed.
- B.** Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C.** Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

1.4 SUBMITTALS

- A.** Demonstrate that proposed products are equal or better by completing chart attached.

- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).
- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.
- D. Successful Contractor shall provide shop drawings showing locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.
- E. Provide samples of Porcelain Tile showing full range of colors and patterns available for each product proposed.
- F. Provide full-size samples of each type of trim and accessory for each color and finish required.
- G. Provide solid polymer sample thresholds in 6-inch (150-mm) lengths.
- H. Provide metal edge strip sample in 6-inch (150-mm) lengths.
- I. Provide manufacturer's product data for adhesives and sealants, including printed statement of VOC content.
- J. Certificates signed by the floor covering Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of each installation).
- K. Master Grade Certificates for each shipment, type and composition of tile, signed by tile manufacturer and installer.
- L. Product Certificates for each type of product, signed by product manufacturer.
- M. Bond and moisture testing data (on a case-by-case basis).
- N. Availability and delivery time (submitted with each quote).

1.5 CLOSEOUT SUBMITTALS

- A. Lot numbers and other information which will enable identification of the certified tile (to be included in the Operating and Maintenance Manual).

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance materials of Tiles: When product arrives it shall be separated from the shipment, checked, re-sealed and re-tagged with original labels identifying the manufacturer, brand name, quality, or grade, color, dye lot, pattern and fire hazard information. Maintenance materials will be at least one full box of full-size tiles.
- B. Maintenance materials of Rubber Base (no scraps or pieces), exclusive of materials required to properly complete installation, to be cartoned and tagged with labels identifying the manufacturer, brand name, quality or grade, color, dye lot, pattern, fire hazard classification, lot number and linear feet.

1.7 QUALITY ASSURANCE

- A. Manufacturer qualifications and requirements: Shall be an established porcelain tile manufacturer for no less than 10 continual years.

B. Vendor qualifications:

1. Shall be approved by the manufacturer as an established flooring company for not less than 5 continual years.
2. Must be insured and bondable.
3. Guarantee full value of replacement and installation of carpet tile for 3 years.
4. Advise installer in proper procedures of installation.
5. Inspect all tiles after manufacture for manufacturing defects.
6. Inspect all surfaces to receive tile and recommended accessories.

C. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of tile pavers, trim units and threshold with no less than five (5) years of documented experience with installations of similar scope, materials and design.

D. Source Limitations for Porcelain tile: Obtain each tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.

E. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from a single manufacturer and each aggregate from one source or producer.

F. Source Limitations for Other products: Obtain each of the following products specified in this Section through one source from a single manufacturer for each product: Waterproofing, Backer Rods and Joint Sealants.

G. Source Limitations for Other Products: Obtain each of the following products specified in this Section through one source from a single manufacturer for each product: Solid Polymer Thresholds, Reducers and Edge Strips.

H. Mockups: Assembled samples with grouted joints for each type and composition of tile and for each color and finish required, at least 24" square and mounted on rigid panel. Use grout of type and in color or colors approved for completed work. Mockup shall be approved by Project Manager prior to beginning work.

I. Concrete Slab Test Methods:

1. Delmhorst Test Method as a preliminary test to determine moisture.
 - a. Perform one test per every 1000 sq. ft.
 - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
2. Calcium Chloride test method to determine moisture (on a case-by-case basis)
 - a. Perform one test per every 1000 sq. ft.
 - b. Send samples to an independent testing laboratory for results.
 - c. Provide written documentation on test results and to Owner.

3. Litmus Paper test method to determine Alkalinity

- a. Perform one test per every 1000 sq. ft.
- b. Provide written documentation on test results and submit to Owner.
- c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement in ANSI A137.1 for labeling sealed tile packages.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store materials in their undamaged cartons from weather, moisture, soiling and extreme temperatures.
- E. Handle tile that has temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.

1.9 SITE CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.
- C. Do not install tile over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.10 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Project Design and Construction.
 - 1. Guarantee period is 2 years after the date of substantial completion per installation.
 - 2. Manufacturer's 5-year limited wear warranty.
- B. Within the 2-year period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.
- C. Special project guarantee: Submit a written guarantee, executed by the contractor, installer and manufacturer, agreeing to repair or replace units which fail in materials or workmanship.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:

- 1. Dal-Tile International – Basis of Design

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Comply with ANSI Standard for Tile Installation Materials and current Tile Council of America Handbook for products and materials indicated for setting and grouting.
- C. Fabricate thresholds to sizes and profiles indicated or required to provide transition between adjacent floor finishes. Bevel edges at 1:2, slope aligning lower edge of bevel with adjacent floor finish. Limit height of bevel to ½ inch or less, and finish bevel to match face of threshold.
- D. Solid Polymer Thresholds: made from homogeneous solid sheets of filled plastic resin complying with ANSI A124.3, for Type 5 or Type 6, without pre-coated finish.

- 1. Preapproved manufacturers:

- a. Dupont Polymers.
 - b. Per Manufacturer's installation instructions.

- E. Metal Thresholds and Transitions: non-slip complying with ADA.

- 1. Preapproved Manufacturers:

- a. Ceramic Tool Company Tranz
 - b. Schluter Systems

- F. Metal Edge Strips: angle or L-shape, height to match tile and setting-bed thickness, metallic, combination of metal and PVC, or neoprene base, designed specifically for flooring applications, exposed-edge material.

- 1. Preapproved Manufacturers:

- a. Ceramic Tool Company Tranz
 - b. Schluter Systems

- G. Rubber Wall Base, Thresholds and Reducer Strips

- 1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick).

- a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal, or #147 Light Brown.

- 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials.

H. Waterproofing and crack suppression for thin-set tile installations.

1. Unreinforced, waterproof liquid applied membrane product: ANSI A118.10 consistency suitable for roll-on application and intended for use as waterproofing and crack suppression up to 1/16" in width.
 - a. Preapproved Manufacturers:
 1. Laticrete International Inc.
 2. Mapei Corporations; PRP M19
 3. As per manufacturer's installation instructions.

I. Setting and Grouting Materials.

1. Preapproved Manufacturers:
 - a. Laticrete International Inc.
 - b. Mapei Corporations; PRP M19.
 - c. As per manufacturer's installation instructions.
2. Polymer-modified Cement Grout: ANSI A118.7; color as indicated in a non-wet application.
3. Modified Epoxy Emulsion Mortar/Grout: ANSI A118.3; color as indicated in a non-wet application
4. Polymer-modified Thin Set: ANSI A118.4

J. Backer Rods and Elastomeric Sealants

1. Closed cell backer rods as per manufacturer's instructions.
2. Multipart, pourable urethane sealant: ASTM C794; provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints, unless otherwise indicated.
 - a. Preapproved Manufacturers.
 1. Tremco
 2. Bostick

K. Cementitious Backer Units complying with ANSI A118.9 in maximum lengths available to minimize end-to-end butt joints.

1. Thickness: Manufacturer's standard thickness, but not less than ¼ inch.
2. Width: Manufacturer's standard width, but not less than 32 inches.
3. Preapproved Manufacturers:
 - a. C-Cure Board 990
 - b. Custom Building Products - Wonderboard
 - c. FinPan Inc.; Util-A-Crete Concrete Backer Board

- L. Trowelable Underlayments and patching Compounds: Latex-modified, Portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

- 1. Preapproved Manufacturers:

- a. Ardex
- b. Mapei

- M. Mixing Mortars and Grout shall comply with referenced standards and manufacturer's written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
 - 1. Verify that substrates for setting tile are firm, dry, clean, free of oil, waxy films, and curing compounds, and within flatness tolerances required by ANSI A108 Series of tile installation standards for installation indicated.
 - 2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.
 - 3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
 - 4. Verify that joint locations on drawings.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.7 Quality Assurance, Item I, 1-3.
- C. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive tile. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.
- B. Provide concrete substrates for tile floors installed with thin-set mortar that comply with flatness tolerances specified in referenced ANSI A108 Series of tile installation standards.
- C. Use trowelable leveling and patching compounds per floor covering manufacturer's direction to fill cracks, holes and depressions in substrates per manufacturer's written instructions. Use product specifically recommended by tile-setting material manufacturer.
- D. Remove protrusions, bumps, and ridges by sanding or grinding.
- E. Blending: For tile exhibiting color variations within ranges selected during Sample submittals, verify that tile has been factory blended and packaged so tile units taken from one package show same range of

colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Furniture to be moved by Flooring Contractor, or coordinated to be moved by Flooring Contractor or a third-party vendor under supervision of Flooring Contractor.
- C. Comply with ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in tile installation schedules.
- D. Comply with TCA installation methods indicated in tile installation schedules.
- E. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- F. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or build-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- G. Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.
- H. Locate expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tile.
- I. Locate joints in tile surfaces directly above joints in concrete substrates.
- J. Prepare joints and apply sealants per manufacturer's recommendation.
- K. Grout tile to comply with ANSI A108.10 or manufacturer's written instructions for type of tile installation.
- L. Where indicated, install cementitious backer units and treat joints to comply with ANSI A108.11 and manufacturer's written instructions for type of application indicated.
- M. Install waterproofing to comply with ANSI A108.13 and waterproofing manufacturer's written instructions to produce waterproof membrane of uniform thickness bonded securely to substrate.
- N. Install crack-suppression membrane to comply with manufacturer's written instructions to produce membrane of uniform thickness bonded securely to substrate.
- O. Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.
- P. Edge Strips: Install at locations indicated or where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations on completion of placement and grouting.
 - 1. Remove grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to manufacturer's written instructions, but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining cleaners are safe by testing on sample tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning.
 - 3. Flush surfaces with clean water before and after cleaning.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted.

3.6 PROTECTION

- A. When recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Protect installed tile work with draft paper or other heavy covering during construction period to prevent staining, damage and wear.
- C. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- D. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

End of Section 093013- Ceramic Tiling

Section 096516- Vinyl Sheet Flooring

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install sheet vinyl flooring and related items as indicated and specified.
 - 2. Sheet vinyl floor covering without backing.
 - 3. Adhesives.
 - 4. Related accessories.
 - 5. Bond and Moisture Tests.
- B. Related Documents:
 - 1. Section 099726 - Cementitious Coatings.

1.2 REFERENCES

- A. Definitions
 - 1. Sheet vinyl floor covering, non-layered, non-backed, homogeneous sheet vinyl with minimum binder content.

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install sheet vinyl and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

1.4 SUBMITTALS

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).
- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive flooring. They are not meant to be scaled.
- D. Submit required samples for evaluation, along with Manufacturers' color charts consisting of actual sections of sheet vinyl showing full range of colors and patterns available for each product proposed.

- E. Successful Contractor(s) shall provide a seaming diagram for each project along with a written quote that reflects specific field conditions.
- F. Certificates signed by the floor covering Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of each installation).
- G. Bond and moisture testing data (on a case-by-case basis).
- H. Availability and delivery time (submitted with each quote).

1.5 CLOSEOUT SUBMITTALS

- A. Lot numbers and other information which will enable identification of the certified sheet vinyl (to be included in the Operating and Maintenance Manual).

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance materials of sheet vinyl (no scraps or pieces), exclusive of materials required to properly complete installation. When product arrives it shall be separated from the shipment, tagged with labels identifying the manufacturer, brand name quality or grade, color, dye lot, pattern, and fire hazard classification. Maintenance materials will be no less than two (2) percent of the total yardage or a 6'-6" x 16' piece, whichever is less.
- B. Maintenance materials of Rubber Base (no scraps or pieces), exclusive of materials required to properly complete installation, to be cartoned and tagged with labels identifying the manufacturer, brand name, quality or grade, color, dye lot, pattern, fire hazard classification, lot number and linear feet.

1.7 QUALITY ASSURANCE

- A. Manufacturer qualifications and requirements: Shall be an established sheet vinyl manufacturer for no less than ten (10) continual years.
- B. Vendor qualifications:
 - 1. Shall be approved by the manufacturer as an established flooring company for not less than 5 continual years.
 - 2. Must be insured and bondable.
 - 3. Guarantee full value of replacement and installation of sheet vinyl for 3 years.
 - 4. Advise installer in proper procedures of installation.
 - 5. Inspect all sheet vinyl after manufacture for manufacturing defects.
 - 6. Inspect all surfaces to receive sheet vinyl and recommend accessories.
- C. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of sheet vinyl and in the techniques for heat-welding seams and flash coving. Installer must have a minimum of 5 continual years' experience with the installation of commercial sheet vinyl flooring.
- D. Single-Source Responsibility for Sheet Vinyl: Obtain each type, color, and pattern of sheet vinyl from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
- E. Concrete Slab Test Methods:
 - 1. Delmhorst Test Method as a preliminary test to determine moisture.

- a. Perform one test per every 1000 sq. ft.
 - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
- 2. Calcium Chloride test method to determine moisture (on a case-by-case basis)
 - a. Perform one test per every 1000 sq. ft.
 - b. Send samples to an independent testing laboratory for results.
 - c. Provide written documentation on test results and to Owner.
- 3. Litmus Paper test method to determine Alkalinity.
 - a. Perform one test per every 1000 sq. ft.
 - b. Provide written documentation on test results and submit to Owner.
 - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Open roll of sheet vinyl in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-seal the product in the original wrappings, clearly labeled with identifications of the manufacturer, brand name, quality or grade, fire hazard classifications and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.9 SITE CONDITIONS

- A. Pima County shall maintain a minimum temperature of 65 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.
- B. Do not install sheet vinyl floor coverings until it is at the same temperature as the space where it is to be installed.
- C. Do not install sheet vinyl floor coverings over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.10 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Project Design and Construction.

1. Guarantee period is 3 years after the date of substantial completion per installation.
 2. Manufacturer's 5-year limited wear warranty.
- B. Within the 3-year period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.
- C. Special project guarantee: Submit a written guarantee, executed by the contractor, installer and manufacturer, agreeing to repair or replace units which fail in materials or workmanship.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to be the minimum standards considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:
1. Armstrong – Basis of Design
 2. Roppe
 3. Mannington

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base
1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick).
 - a. 120 linear foot roll goods; **cut lengths (4' pieces) are not acceptable; no molded or preformed corners.**
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal, or #147 Light Brown.
 2. Roppe extruded rubber threshold, binding strips and reducer strips with appropriate butting gauge tapered to meet abutting materials.
- D. Concrete Slab Primer: See section 099726 Cementitious Coatings. Allow one (1) bag Ardex featheredge Floor Prep per 900 square feet of VCT.
- D. Seamless-Installation Accessories:
1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.
 - a. Color: to match floor covering.
 2. Chemical-Bonding Compound: Manufacturer's product for chemically bonding seams.
- E. Integral-Flash-Cove-Base Accessories:
1. Cove Strip: 7/8" radius provided or approved by manufacturer.

2. Cap Strip: Rubber provided or approved by manufacturer.

F. Seam Sealer: Formulation provided or approved by floor covering manufacturer for products indicated.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of sheet vinyl will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.7 Quality Assurance, Item E, 1-3.
- C. Existing VAT, VCT or sheet vinyl flooring: Remove all other materials to substrate. Do not install sheet vinyl until all conditions in Concrete Subfloors, Item B have been met.
- D. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive sheet vinyl floor coverings.
- B. Remove all ridges and other irregularities that will telegraph through sheet vinyl and/or compromise wearability; Fill cracks, holes and depressions.
- C. Clean floors of dust, dirt, solvents, oil, grease, plaster and other substances detrimental to proper performance of adhesives and sheet vinyl. Allow floors to dry thoroughly.
- D. Ensure concrete floors are free from scaling and irregularities and exhibit neutrality relative to acidity and alkalinity.
- E. Ensure floors are level, with maximum surface variation of ¼" in 10 feet, non-cumulative (on a case-by-case basis).
- F. Ensure floors are level with a maximum surface variation of 1/8" where sheet vinyl terminates at other flooring materials.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Furniture to be moved by Flooring Contractor, or coordinated to be moved by Flooring Contractor or a third-party vendor under supervision of Flooring Contractor.
- C. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- D. Notify PDC Project Manager if doors need to be undercut.

- E. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
- E. During new construction or remodel, sequence VCT installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
- F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- G. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- H. Prior to installation, check matching of sheet vinyl to ensure there are no defects or visible variations between dye lots. If so, notify architect immediately.
- I. Lay out sheet vinyl to comply with the following requirements and as per seaming diagram.
 - 1. Maintain uniformity of sheet vinyl floor covering direction.
 - 2. Arrange for a minimum number of seams and place them in inconspicuous and low traffic areas, but, in no case less than six inches away from parallel joints in flooring substrates.
 - 3. Match edges of sheet vinyl for color shading and pattern at seams.
 - 4. Avoid cross seams.
- K. Extend sheet vinyl into toe spaces, door reveals, closets and similar openings.
- L. Scribe, cut and fit sheet vinyl to butt tightly to vertical surfaces, permanent fixtures and built-in furniture, including cabinets, pipes, outlets, edgings, thresholds and nosings.
- M. Install sheet vinyl on covers for telephone and electrical ducts and similar items occurring with finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.
- N. Produce completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks or other surface imperfections.
- O. Heat-weld seams in sheet vinyl where indicated. Prepare, weld and finish seams to produce a surface flush with adjoining sheets.
- P. Integral Flash cove Base: Where indicated, cove sheet vinyl up vertical surfaces to form integral base height of 6" over plastic cove stick with top edge butted against and covered by rubber binding cap.
- Q. Hand roll sheet vinyl in both directions from center out to embed floor coverings in adhesive and eliminate trapped air. At walls, door casings, and other locations where access by roller is impractical, press floor coverings firmly in place with flat-bladed instrument.
- R. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only.
- S. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than 18 inches per wall.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations immediately after installing sheet vinyl.
 - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by floor covering manufacturers.
 - 2. Sweep or vacuum floor thoroughly.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted
- C. Initial mopping and floor polishing to be performed by Project Design and Construction janitorial services.

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods.
 - 1. Supply brown paper at least 4' wide.
 - 2. Lay paper over partially demolished areas to prevent tracking of and spread of dust and debris.
- 2. Tape paper to prevent movement and maintain paper in newly completed areas until the entire project has been completed.

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SHEET VINYL FLOOR COVERING ALTERNATIVE PRODUCT CHECKLIST

Submitted prior to start of work. Must be approved by PDC

| Criteria | Minimum Standard | Proposed |
|----------------------------------|--|--|
| Type | Homogenous sheet vinyl without backing | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Size | Nominal Thickness: 0.08" (min thickness) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Roll Size | 6' x 90' length | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Abrasion Resistance | To ASTM D3884 with net weight loss after 1000 revolutions | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Chemical Resistance | 5% acetic, 70% alcohol, white mineral oil, 5% sodium hydroxide, 5% hydrochloric acid, 5% sulfuric acid, 5% ammonia, 5.25% bleach, olive oil, kerosene, unleaded gasoline | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Coefficient of Friction (COF) | Surpasses ADA guidelines, situation specific | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Critical Radiant Flux | To ASTM E648 to meet Class 1 per NFPA 253 (0.45 watts/sq cm minimum) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Dimensional Stability | Reported dimensional change per ASTM F2199 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Flexibility | Passes mandrel flexion per ASTM F137 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Hardness | Passes per ASTM D2240 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Heat Stability | Report results ≤ 8 per ASTM F1514 (7 days at 158°F) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Light Stability | Report results ≤ 8 per ASTM F1515 (300 hrs. exposure to Xenon arc) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Smoke Density | To ASTM E662/NFPA 258 (<450) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Short-term Indentation | To ASTM F1914; 75 lb. load on 0.25 diameter flat tip for 15 minutes; 0.007" maximum indent after 1 hour recovery | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Static Load Limit | To ASTM F970. Maximum residual compression at 0.005 inches after exposure to load noted on tested report after 24 hours | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| TVOC Emission Rate | To ASTM D5116 90 (0.132 @ 96 hours) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Post-Industrial Recycled Content | 10% (LEED Certification MR 4.1) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Traffic Rating | Heavy Commercial/Extra Heavy | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Color | Multi-colored random chip, neutral colors (≥ 30), uniform disbursement throughout the thickness of wear layer | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Pattern | uniform disbursement throughout the thickness of each sheet | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Warranty | 5 years on manufacturing defects | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Product Name | | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

End of Section 096516- Vinyl Sheet Flooring

Section 096519- Resilient Tile Flooring

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install vinyl composition tile and related items as indicated and specified.
2. 12" x 12" VCT.
3. 12" x 12" Bio-Based VCT.
4. Adhesives.
5. Related accessories.
6. Bond and Moisture Tests.

B. Related Documents:

1. General Requirements Division I.

1.2 REFERENCES

A. Definitions

1. Vinyl Composition Tile: Type 1 smooth; Class 2 through-pattern; Type IV, Composition 1 vinyl composition, asbestos-free

B. Scraps: Partial VCT tiles remaining after regularly scheduled installation.

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install VCT and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

1.4 SUBMITTALS

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).
- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive VCT. They are not meant to be scaled.

- D. Submit required samples for evaluation, along with Manufacturers' color charts consisting of actual sections of VCT showing full range of colors and patterns available for each product proposed.
- E. Certificates signed by the floor covering Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of each installation).
- F. Bond and moisture testing data (on a case-by-case basis).
- G. Availability and delivery time (submitted with each quote).

1.5 CLOSEOUT SUBMITTALS

- A. Lot numbers and other information which will enable identification of the certified VCT (to be included in the Operating and Maintenance Manual).

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance materials of Rubber Base (no scraps or pieces), exclusive of materials required to properly complete installation, to be cartoned and tagged with labels identifying the manufacturer, brand name, quality or grade, color, dye lot, pattern, fire hazard classification, lot number and linear feet.
- B. Maintenance materials of VCT (no scraps or pieces), exclusive of materials required to properly complete installation. When product arrives it shall be separated from the shipment, tagged with labels identifying the manufacturer, brand name quality or grade, color, dye lot, pattern, and fire hazard classification. Maintenance materials will be no less than a full box (45 tiles).

1.7 QUALITY ASSURANCE

- A. Manufacturer qualifications and requirements: Shall be an established VCT manufacturer for no less than ten (10) continual years.
- B. Vendor qualifications:
 - 1. Shall be approved by the manufacturer as an established flooring company for not less than five (5) continual years.
 - 2. Must be insured and bondable.
 - 3. Guarantee full value of replacement and installation of VCT for 3 years.
 - 4. Advise installer in proper procedures of installation.
 - 5. Inspect all VCT after manufacture for manufacturing defects.
 - 6. Inspect all surfaces to receive VCT and recommend accessories.
- C. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of VCT. Installer to have a minimum of 5 continual years' experience with the installation of VCT.
- D. Single-Source responsibility for VCT: Obtain each type, color, and pattern of VCT from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
- E. Concrete Slab Test Methods:
 - 1. Delmhorst Test Method as a preliminary test to determine moisture.

- a. Perform one test per every 1000 sq. ft.
- b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.

2. Calcium Chloride test method to determine moisture (on a case-by-case basis)

- a. Perform one test per every 1000 sq. ft.
- b. Send samples to an independent testing laboratory for results.
- c. Provide written documentation on test results and to Owner.

3. Litmus Paper test method to determine Alkalinity

- a. Perform one test per every 1000 sq. ft.
- b. Provide written documentation on test results and submit to Owner.
- c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Open cartons of tile in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-seal the product in the original cartons, clearly labeled with identification of the manufacturer, brand name, quality or grade, fire hazard classification and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.9 SITE CONDITIONS

- A. Pima County shall maintain a minimum temperature of 65 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.
- B. Do not install VCT until it is at the same temperature as the space where it is to be installed.
- C. Do not install VCT over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.10 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Project Design and Construction.
 - 1. Guarantee period is 3 years after the date of substantial completion per installation.

2. Manufacturer's 5-year limited wear warranty.

- B. Within the 3-year period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.
- C. Special project guarantee: Submit a written guarantee, executed by the contractor, installer and manufacturer, agreeing to repair or replace units which fail in materials or workmanship.

PART 2 – PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to be the minimum standards considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:
 - 1. Armstrong – Basis of Design.
 - 2. Roppe
 - 3. Amtico

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base
 - 1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick).
 - a. 120 linear foot roll goods; **cut lengths (4' pieces) are not acceptable; no molded or preformed corners.**
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal, or #147 Light Brown.
 - 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials.
- C. Concrete Slab Primer: See section 099726 Cementitious Coatings. Allow one (1) bag Ardex featheredge Floor Prep per 900 square feet of VCT.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of VCT will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.7 Quality Assurance, Item E, 1-3.

- C. Existing VAT, VCT or sheet vinyl flooring: Verify that all materials are tight and flat to the subfloor and well fastened at edges as per industry standards before proceeding with glue down installation of VCT.
- D. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive VCT.
- B. Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and VCT. Allow floors to dry thoroughly.
- C. Ensure concrete floors are free from scaling and irregularities and exhibit neutrality relative to acidity and alkalinity.
- D. Ensure floors are level, with maximum surface variation of ¼" in 10 feet, non-cumulative (on a case-by-case basis).
- E. Ensure floors are level with a maximum surface variation of 1/8" where VCT terminates at other flooring materials.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Furniture to be moved by Flooring Contractor, or coordinated to be moved by Flooring Contractor or a third-party vendor under supervision of Flooring Contractor.
- C. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- D. Notify PDC Project Manager if doors need to be undercut.
- E. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
- F. During new construction or remodel, sequence VCT installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
- G. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- H. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- I. Prior to installation, check matching of VCT to ensure there are no defects or visible variations between dye lots. If so, notify architect immediately.
- J. Lay tile in a checkerboard pattern with grain reversed in adjacent tiles unless otherwise specified. Avoid boarder tile pieces less than 6 inches wide.
- K. Cut and fit VCT neatly around projections through floor and to walls and other vertical surfaces.
- L. Fit VCT snugly to walls or other vertical surfaces where no base is scheduled leaving no gaps.

- M. Install VCT on covers for telephone and electrical ducts and similar items occurring with finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.
- N. Join seam in recommended manner so as not to detract from the appearance of the VCT installation and decrease its life expectancy. Ensure seams are straight, not overlapped or peaked, and free of gaps.
- O. Entire VCT installation to be laid tight and flat to subfloor, well fastened at edges and presenting a uniform, pleasing appearance. Ensure color, pattern and texture match within one area.
- P. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only.
- Q. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than 18 inches per wall.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations immediately after installing VCT coverings.
 - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by floor covering manufacturers.
 - 2. Sweep or vacuum floor thoroughly.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted
- C. Initial mopping and floor polishing to be performed by Project Design and Construction janitorial services.

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods.
 - 1. Supply brown paper at least 4' wide.
 - 2. Lay paper over partially demolished areas to prevent tracking of and spread of dust and debris.
 - 3. Tape paper to prevent movement and maintain paper in newly completed areas until the entire project has been completed.

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RESILIENT TILE FLOORING ALTERNATIVE PRODUCT CHECKLIST

Submitted prior to start of work. Must be approved by PDC

| Criteria | Minimum Standard | Proposed |
|----------------------------------|---|--|
| Appearance | Multi-colored random chip, muted pastels and primaries (≥ 50), uniform disbursement throughout the thickness (through-pattern) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Type | Type IV, Composition 1 per SS-T-312B | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | Class 2 per ASTM F 1066 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Gauge | Nominal Thickness: 1/8" (3.2 mm) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Size | 12"x12"; squareness not out more than 0.010" | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Abrasion Resistance | To ASTM D3884 with net weight loss after 1000 revolutions | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Chemical Resistance | 95% alcohol, tallow, mineral oil, vegetable oil, kerosene, 5% sodium hydroxide | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Coefficient of Friction (COF) | ASTM D2047 / UL 410 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Critical Radiant Flux | To ASTM E648 to meet Class 1 per NFPA 253 (0.45 watts/sq cm minimum) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Dimensional Stability | ASTM F2199 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Heat Stability | Report results ≤ 8 per ASTM F1514 (7 days at 158°F) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Light Stability | Report results ≤ 8 per ASTM F1515 (300 hrs. exposure to Xenon arc) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Smoke Density | To ASTM E662/NFPA 258 (<450) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Short-term Indentation | To ASTM F1914; 30lb load on 0.25 diameter ball tip for 10 minutes; 0.010" to 0.021" maximum indent after 1 hour recovery | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Static Load Limit | To ASTM F970. (≥ 75 psi) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| TVOC Emission Rate | To ASTM D5116 90 (0.132 @ 96 hours) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Post-Industrial Recycled Content | 10% (LEED Certification MR 4.1) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Traffic Rating | Heavy Commercial/Extra Heavy | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Pattern | uniform disbursement throughout total thickness | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Warranty | 5 years on manufacturing defects | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | 5-year limited wear | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Product Name | | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Sample | Provide cross section sample minimum 4"x4" square | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

End of Section 096519- Resilient Tile Flooring

Section 096813- Carpet Tile

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all Carpet Tiles and related items as indicated and specified.
 - 2. Carpet Tiles.
 - 3. Adhesives.
 - 4. Related accessories.
- B. Related Documents:
 - 1. Section 099726 Cementitious Coatings.

1.2 REFERENCES

- A. Carpet Tile: Group I - Severe or Extra Heavy Rated Commercial Tufted Tiles

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install carpet tile and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Furniture: verify responsibility for moving of furniture for each project with county project manager.
- E. Systems Furniture lifting system: contractor shall have lift equipment available for use on any project and include that work in the project proposal.

1.4 SUBMITTALS

- A. Alternate product submittal: see Part 2 of this spec.
- B. Bond and moisture testing data (on a case-by-case basis).
- C. Availability and delivery time (submitted with each quote).

1.5 SURPLUS MATERIAL

- A. All surplus whole pieces of carpet tile and rubber base pieces longer than 15 feet, shall be added to JOC warehouse for future county projects.

1.6 QUALITY ASSURANCE

- A. Single-Source responsibility for carpet tile: Obtain each type, color, and pattern of carpet tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
- B. Concrete Slab Test Methods:
 - 1. Delmhorst Test Method as a preliminary test to determine moisture.
 - a. Perform one test per every 1000 sq. ft.
 - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
 - 2. Calcium Chloride test method to determine moisture (on a case-by-case basis)
 - a. Perform one test per every 1000 sq. ft.
 - b. Send samples to an independent testing laboratory for results.
 - c. Provide written documentation on test results and to Owner.
 - 3. Litmus Paper test method to determine Alkalinity
 - a. Perform one test per every 1000 sq. ft.
 - b. Provide written documentation on test results and submit to Owner.
 - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Open cartons of product in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-seal the product in the original cartons, clearly labeled with identification of the manufacturer, brand name, quality or grade, fire hazard classification and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.8 SITE CONDITIONS

- A. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.
- B. Pima County shall maintain a minimum temperature of 65 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.

- C. Do not install carpet tile until it is at the same temperature as the space where it is to be installed.
- D. Do not install carpet tile over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.9 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Project Design and Construction.
 - 1. Guarantee period is 3 years after the date of substantial completion per installation.
 - 2. Manufacturer's 5-year limited wear warranty.
- B. Within the 3-year period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:
 - 1. The Mohawk Group – Basis of Design.
 - 2. Shaw Contract Group.
 - 3. Mannington Commercial.

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base
 - 1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick), or approved equal.
 - a. 120 linear foot roll goods; **cut lengths (4' pieces) are not acceptable; no molded or preformed corners.**
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal or #147 Light Brown.
 - 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials, or approved equal.
- C. Schluter Systems
- D. Concrete Slab Primer: See section 099726 Cementitious Coatings.
- E. Trowelable Underlayments and patching Compounds: See section 099726 Cementitious Coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of carpet tile will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.6 Quality Assurance, Item B, 1-3.
- C. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive carpet tile.
- B. Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and carpet tile. Allow floors to dry thoroughly.
- C. Examine substrates to determine if there is any evidence of moisture, alkaline salts, carbonation or dust.
- D. Use trowelable leveling and patching compounds per floor covering manufacturer's direction to fill cracks, holes and depressions in substrates (See Section 099726).
- E. Ensure floors are level, with maximum surface variation of ¼" in 10 feet, non-cumulative (on a case-by-case basis).
- F. Ensure floors are level with a maximum surface variation of 1/8" where carpet tile terminates at other flooring materials.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- C. Notify PDC Project Manager if doors need to be undercut.
- D. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
- E. During new construction or remodel, sequence carpet tile installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
- F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- G. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.

- H. Lay carpet tile in the direction indicated on the back of the tiles and as per manufacturer's installation instructions.
- I. Cut and fit carpet tiles neatly around projections through floor and to walls and other vertical surfaces leaving no gaps.
- J. Entire carpet tile installation is to be laid tight and flat to subfloor, presenting a uniform, pleasing appearance.
- K. Ensure seams are straight, not overlapped or peaked and free of gaps
- L. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only.
- M. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than 18 inches per wall.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations immediately after installing carpet tile.
 - 1. Clean up dirt and debris and clean carpet of all spots with proper spot remover.
 - 2. Remove all loose threads with sharp scissors.
 - 3. Vacuum entire carpet installation thoroughly.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods. Use protection methods indicated or recommended by floor covering manufacturer.

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CARPET TILES ALTERNATIVE PRODUCT CHECKLIST

Submitted prior to start of work. Must be approved by PDC

| Physical Performance Requirements | | |
|--|---|--|
| Criteria | Minimum Standard | Proposed |
| Appearance | Pattern | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | Textured loop | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Appearance Retention Rating | Severe (≥3.5 ARR) based on ASTM D-5252 (Hexapod) using 3750-gram tumbler or ASTM D-5417 (Vettermann) test method. Carpets Shall be tested without underlay. The exposure conditioned carpet shall be assessed according to CRI TM101 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Tuft Bind | Loop Pile shall comply with GSA Spec ≥ 10 lbs | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Dimensional Stability | Aachen Test meets or exceeds GSA Spec ± 0.15% maximum when wet | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Delamination Resistance of the Secondary Backing | Tufted Construction ≥ 3 psi per ASTM D-3936 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Colorfastness | To Crocking: Crock Meter Method ≥ 4 rating, wet and dry, per AATCC 165 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | To Light: minimum rating of 3-4 per AATCC 16E after: min 160 hrs for solution dyed yarn and min 60 hrs for yarn dyed yarn | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Antimicrobial Activity | Inherent in backing as registered with the EPA and integrated during production, topical finishes not allowed; Bound (chemically bonded to the fiber) in accordance with AATCC 174 & AATCC 138 guidelines demonstrating >90% reduction in bacterial growth after 24 hours with no visible fungal growth activity after 3 days following 15 washings | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Electrostatic Propensity | Inherent in both yarn and backing in accordance with AATCC 134 ≤ 3.5 kV | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Flammability | a. Methenamine Pill Test: Self-Extinguishing - compliance with Federal Flammability Standards CPSC FF-1-70 when tested in accordance with ASTM D 2859 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | b. Radiant Panel: minimum critical radiant flux of 0.45 watts per square centimeter per ASTM E 648 Class 1 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | c. Smoke Density: Less than 450 Dmc in flaming mode per ASTM E 662 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Indoor Air Quality | a. Carpet: shall be only those certified with the CRI IAQ Carpet Testing Program Green Label, or tested for compliance to meet the CRI IAQ Carpet Testing Program requirements and criteria | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | b. Adhesive: shall be only those certified with the CRI IAQ Adhesive Testing Program Green Label or tested for compliance to meet the CRI IAQ Adhesive Testing Program requirements and criteria | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | c. All products (carpet and adhesives) from current production must be retested on a quarterly basis to ensure continuing compliance with CRI IAQ Test Program requirements | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Soil Resistance | Bonded/Bound per AATCC 189 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Stain Resistance | Red Dye Stain Scale rating of 8 per AATCC 175 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Material Requirements | | |
| Criteria | Minimum Standard | Proposed |

| | | |
|---------------------------|--|--|
| Pile Fiber Type | 100% continuous bulk filament (CBF) nylon, branded and carries a Federally registered Trademark, Type 6 <u>OR</u> Type 6.6 tested in accordance with AATCC 20 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Backing Materials | Asbestos Free | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Pile Density | Minimum 6300; pile density = 36 x pile yarn weight (oz/yd.) / pile thickness (Pile Thickness: ASTM D6859) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Primary Backing | Synthetic PVC Free tested in accordance with AATCC 20 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Secondary Backing | Synthetic PVC Free tested in accordance with ASTM D 629 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Recycled Content | Renewed nylon carpet, which is cleaned, retextured, recolored, or otherwise reused to produce new nylon carpet is acceptable; otherwise comply with the following recycled content requirements: a. Nylon Carpet Face Fiber: 25% minimum total recovered material content | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | b. Nylon Carpet Backing: For vinyl backing, use the highest percentage of total recovered materials content available; however, 0% is not acceptable | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Reusability/Recyclability | All components shall be recyclable into either new carpet products or other nylon-based products, or shall be capable of being refurbished to the point of rendering them "almost new" and reusable | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Coordinating Products | should have coordinating broadloom | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

| Construction Requirements | | |
|-----------------------------------|--|--|
| Criteria | Minimum Standard | Proposed |
| Surface Texture | tufted pile, multi-level loop, pattern | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Yarn | multi-ply | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Tufting Machining Gauge | minimum 1/10 gauge | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Number of Stitches | minimum 8 per inch | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Finished Pile Thickness | minimum 0.125 inch (3.175 mm), maximum 0.250 inch (6.35 mm) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Average Finished Pile Yarn Weight | minimum 20 ounces per square yard | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Dye Method | Injection Yarn dyed or Solution dyed | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Color | Random multi-colored with minimum of three (3) distinct colors | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Finished Tile Size | 24"x24" tiles / Various tile sizes | <input type="checkbox"/> Available <input type="checkbox"/> Unavailable |
| Squareness | Tolerance range $\pm 1/32$ " of dimensional specifications | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

| Assembled Product Warranties | | |
|--|-------------------------|--|
| Criteria | Minimum Standard | Proposed |
| Edge Ravel | ≥ 10 years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Dimensional Stability | ≥ 10 years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Delamination Resistance of the Secondary Backing | ≥ 10 years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Static Protection | ≥ 10 years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Zippering | ≥ 10 years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Antimicrobial Activity | ≥ 10 years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Texture Retention | ≥ 10 years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

Qualifications

| Criteria | Minimum Standard | Proposed |
|-----------------------------|--|--|
| Manufacturer Qualifications | no less than 10 continual years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Vendor Qualifications | approved by manufacturer as established flooring company for not less than 5 continual years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | must be insured and bondable | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | guarantee full value of replacement and installation for 3 years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | advise installer in proper procedures of installation | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | inspect product after manufacture for defects | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | inspect all surfaces to receive flooring and recommended accessories | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Installer Qualifications | certified by floor covering manufacturer and have minimum 5 years continual experience with installation | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

Name of Product Line Proposed: _____

Vendor: _____ Date: _____

COMPLETE FORMULA #1: AVERAGE CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w 36 times Pile Yarn Weight divided by Pile Thickness (for loop pile) or Tuft Height (for cut pile) t (or T)

Sample Example: $\frac{36 \times 30}{0.125} = 8,640$ Average Pile Yarn Density

$\frac{36 \times (\quad)}{0.125} = \quad$ (Place this answer in the PROPOSED column of the preceding Table)

COMPLETE FORMULA #2: WEIGHT DENSITY CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w² 36 times Weight squared (Weight times Weight) divided by Pile Thickness (for loop pile) or t (or T) Tuft Height (for cut pile)

Sample Example: $\frac{36 \times 30 \times 30}{0.125} = 259,200$ Weight Density

$\frac{36 \times (\quad) \times (\quad)}{0.125} = \quad$ (Place this answer in the PROPOSED column of the preceding Table)

End of Section 096813- Carpet Tile

Section 096816- Sheet Carpeting (Broadloom)

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all carpet and related items as indicated and specified.
 - 2. Broadloom Carpet.
 - 3. Adhesives.
 - 4. Related accessories.
- B. Related Documents:
 - 1. Section 099726 Cementitious Coatings.

1.2 REFERENCES

- A. Broadloom Carpet: 12' width; Group I - Severe Rated Commercial.
- B. Scraps: Carpet remaining from regularly scheduled installation not less than 3' wide x 3' long.

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install carpet and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Furniture: verify responsibility for moving of furniture for each project with county project manager.

1.4 SUBMITTALS

- A. Alternate product submittal: see Part 2 of this spec.
- B. Bond and moisture testing data (on a case-by-case basis).
- C. Availability and delivery time (submitted with each quote).

1.5 SURPLUS MATERIAL

- A. All surplus whole pieces of carpet (full broadloom width and no less than 3 feet in length) and rubber base pieces longer than 15 feet, shall be added to JOC warehouse for future county projects.

1.6 QUALITY ASSURANCE

- A. Single-Source responsibility for broadloom carpet: Obtain each type, color, and pattern of carpet from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
- B. Concrete Slab Test Methods:
 - 1. Delmhorst Test Method as a preliminary test to determine moisture.
 - a. Perform one test per every 1000 sq. ft.
 - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
 - 2. Calcium Chloride test method to determine moisture (on a case-by-case basis)
 - a. Perform one test per every 1000 sq. ft.
 - b. Send samples to an independent testing laboratory for results.
 - c. Provide written documentation on test results and to Owner.
 - 3. Litmus Paper test method to determine Alkalinity.
 - a. Perform one test per every 1000 sq. ft.
 - b. Provide written documentation on test results and submit to Owner.
 - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Open product in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-packed and re-sealed rolls must remain clearly labeled with identification of the manufacturer, brand name, quality or grade, fire hazard classification and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-rolled and re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.8 SITE CONDITIONS

- A. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.
- B. Pima County shall maintain a minimum temperature of 60 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.

- C. Do not install carpet until it is at the same temperature as the space where it is to be installed.
- D. Do not install carpet over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.9 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Project Design and Construction.
 - 1. Guarantee period is 3 years after the date of substantial completion per installation.
 - 2. Manufacturer's 5-year limited wear warranty.
- B. Within the 3-year period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. Basis of Design: The product criteria matrix at the end of this specification is based on Mohawk carpet. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County.
- B. Acceptable Manufacturers: Mohawk; Shaw.
- C. Alternate Products: Contractor shall submit a completed product criteria matrix, a samples book, and product literature for any product being proposed in lieu of the acceptable manufacturers.

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base.
 - 1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick), or approved equal.
 - a. 120 linear foot roll goods; **cut lengths (4' pieces) are not acceptable; no molded or preformed corners.**
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal or #147 Light Brown.
 - 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials, or approved equal.
- C. SchluterSystems.
- D. Concrete Slab Primer: See section 099726 Cementitious Coatings.
- E. Trowelable Underlayments and patching Compounds: See section 099726 Cementitious Coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of carpet will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.6 Quality Assurance, Item B, 1-3.
- C. Existing VAT, VCT or sheet vinyl flooring: Verify that all materials are tight and flat to the subfloor and well fastened at edges as per industry standards before proceeding with glue down installation of carpet.
- D. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive carpet.
- B. Successful Contractor(s) shall provide a seaming diagram for each project along with a written quote that reflects specific field conditions.
- C. Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and carpet. Allow floors to dry thoroughly.
- D. Examine substrates to determine if there is any evidence of moisture, alkaline salts, carbonation or dust.
- E. Use trowelable leveling and patching compounds per floor covering manufacturer's direction to fill cracks, holes and depressions in substrates (See Section 099726).
- F. Ensure floors are level, with maximum surface variation of 1/4" in 10 feet, non-cumulative (on a case-by-case basis).
- G. Ensure floors are level with a maximum surface variation of 1/8" where carpet tile terminates at other flooring materials.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- C. Notify PDC Project Manager if doors need to be undercut.
- D. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
- E. During new construction or remodel, sequence carpet tile installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.

- F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- G. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- H. Lay carpet in the same direction throughout the space. Make no turns. Lay carpet as indicated on the seaming diagram and as per manufacturer's installation instructions.
- I. Cut and fit carpet tiles neatly around projections through floor and to walls and other vertical surfaces leaving no gaps.
- J. Install carpet on covers for telephone and electrical devices and similar items occurring with finished floor areas.
- K. Entire carpet tile installation is to be laid tight and flat to subfloor, presenting a uniform, pleasing appearance.
- L. Ensure seams are straight, not overlapped or peaked and free of gaps
- M. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only. No seams are allowed within the area of a threshold.
- N. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than 18 inches per wall.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations immediately after installing carpet.
 - 1. Clean up dirt and debris and clean carpet of all spots with proper spot remover.
 - 2. Remove all loose threads with sharp scissors.
 - 3. Vacuum entire carpet installation thoroughly.
- B. Owner shall view all carpet scraps and retain any chosen for future repairs before they are removed from the job site. Neatly roll and tie scraps selected by Owner and leave at the project site. These scraps will not be considered part of the maintenance product.
- C. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods. Use protection methods indicated or recommended by floor covering manufacturer.

BROADLOOM CARPET ALTERNATIVE PRODUCT CHECKLIST

Submitted prior to start of work. Must be approved by PDC.

| Physical Performance Requirements | | |
|--|---|--|
| Criteria | Minimum Standard | Proposed |
| Appearance Retention Rating | Severe (≥3.5 ARR) based on ASTM D-5252 (Hexapod) using 3750-gram tumbler or ASTM D-5417 (Vettermann) test method. Carpets shall be tested without underlay. The exposure conditioned carpet shall be assessed according to CRI TM101 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Tuft Bind | Looped Pile tuft bind of ≥ 20 lbs. | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Dimensional Stability | maximum shrinkage of 1 percent in both length and width | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Delamination Resistance of the Secondary Backing | Tufted Construction ≥ 3 psi per ASTM D-3936 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Colorfastness | To Crocking: Crock Meter Method ≥ 4 rating, wet and dry, per AATCC 165 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | To Light: minimum rating of 3-4 per AATCC 16E after: min 160 hrs. for solution dyed yarn | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Antimicrobial Activity | Inherent in backing as registered with the EPA and integrated during production, topical finishes not allowed; Bound (chemically bonded to the fiber) in accordance with AATCC 174 & AATCC 138 guidelines demonstrating >90% reduction in bacterial growth after 24 hours with no visible fungal growth activity after 3 days following 15 washings | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Electrostatic Propensity | Inherent in both yarn and backing in accordance with AATCC 134 ≤ 3.5 kV | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Flammability | a. Methenamine Pill Test: Self-Extinguishing - compliance with Federal Flammability Standards CPSC FF-1-70 when tested in accordance with ASTM D 2859 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | b. Radiant Panel: minimum critical radiant flux of 0.45 watts per square centimeter per ASTM E 648 Class 1 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | c. Smoke Density: maximum 450 Dmc in flaming mode per ASTM E 662 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Indoor Air Quality | a. Carpet: shall be only those certified with the CRI IAQ Carpet Testing Program Green Label, or tested for compliance to meet the CRI IAQ Carpet Testing Program requirements and criteria | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | b. Adhesive: shall be only those certified with the CRI IAQ Adhesive Testing Program Green Label or tested for compliance to meet the CRI IAQ Adhesive Testing Program requirements and criteria | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | c. All products (carpet, cushion and adhesives) from current production must be retested on a quarterly basis to ensure continuing compliance with CRI IAQ Test Program requirements | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Soil Resistance | Bonded/Bound per AATCC 189 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Stain Resistance | Red Dye Stain Scale rating of 8 per AATCC 175 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Material Requirements | | |
| Criteria | Minimum Standard | Proposed |
| Pile Fiber Type | 100% continuous bulk filament (CBF) nylon, branded and carries a Federally registered Trademark, Type 6 <u>OR</u> Type 6.6 tested in accordance with AATCC 20 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

| | | |
|----------------------------------|--|--|
| Average Carpet Pile Yarn Density | Tested in accordance with ASTM D 418 (calculation: pile yarn weight (oz/yd.) x 36 / average pile height = carpet pile density) | Formula #1 = |
| Weight Density | Tested in accordance with ASTM D 418 (calculation: (2 x pile yarn weight (oz/yd.)) x 36 / average pile height = carpet pile density) | Formula #2 = |
| Backing Materials | Asbestos Free | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Primary Backing | Synthetic PCV Free tested in accordance with AATCC 20 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Secondary Backing | Synthetic PVC Free tested in accordance with ASTM D 629 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Recycled Content | Renewed nylon carpet, which is cleaned, retextured, recolored, or otherwise reused to produce new nylon carpet is acceptable; otherwise comply with the following recycled content requirements: a. Nylon Carpet Face Fiber: 25% minimum total recovered material content | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | b. Nylon Carpet Backing: For vinyl backing, use the highest percentage of total recovered materials content available; however, 0% is not acceptable | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | c. Polymeric Cushion: Preference will be given to recycled content cushion backings | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Reusability/Recyclability | All components shall be recyclable into either new carpet products or other nylon-based products, or shall be capable of being refurbished to the point of rendering them "almost new" and reusable | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

Construction Requirements

| Criteria | Minimum Standard | Proposed |
|-----------------------------------|--|--|
| Surface Texture | tufted or woven pile, multi-level loop, pattern | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Yarn | multi-ply | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Tufting Machining Gauge | minimum 1/10 gauge | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Number of Stitches | minimum 8 per inch | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Finished Pile Thickness | minimum 0.125 inch (3.175 mm), maximum 0.250 inch (6.35 mm) | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Average Finished Pile Yarn Weight | minimum 20 ounces per square yard | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Dye Method | Injection Yarn dyed or Solution dyed | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Color | Random multi-colored with minimum of three (3) distinct colors | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Finished Size | 12' wide | <input type="checkbox"/> Available <input type="checkbox"/> Unavailable |

Assembled Product Warranties

| Criteria | Minimum Standard | Proposed |
|--|------------------|--|
| Edge Ravel | Lifetime | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Dimensional Stability | Lifetime | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Delamination Resistance of the Secondary Backing | Lifetime | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Static Protection | Lifetime | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Zippering | Lifetime | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Antimicrobial Activity | Lifetime | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Texture Retention | Lifetime | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

Qualifications

| Criteria | Minimum Standard | Proposed |
|--------------|---------------------------------|--|
| Manufacturer | no less than 10 continual years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

| | | |
|--------------------------|---|--|
| Qualifications | | |
| Vendor Qualifications | approved by manufacturer as established flooring company for not less than 5 continual years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | must be insured and bondable | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | guarantee full value of replacement and installation for 3 years | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | advise installer in proper procedures of installation | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | inspect product after manufacture for defects | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | inspect all surfaces to receive flooring and recommended accessories | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Installer Qualifications | certified by floor covering manufacturer and have minimum 5 years' continual experience with installation | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

Name of Product Line Proposed: _____

Vendor: _____ Date: _____

COMPLETE FORMULA #1: AVERAGE CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w 36 times Pile Yarn Weight divided by Pile Thickness (for loop pile) or Tuft Height (for cut pile) t (or T)

Sample Example: $\frac{36 \times 30}{0.125} = 8,640$ Average Pile Yarn Density

$\frac{36 \times ()}{0.125} =$ _____ (Place this answer in the PROPOSED column of the preceding Table)

COMPLETE FORMULA #2: WEIGHT DENSITY CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w² 36 times Weight squared (Weight times Weight) divided by Pile Thickness (for loop pile) or t (or T) Tuft Height (for cut pile)

Sample Example: $\frac{36 \times 30 \times 30}{0.125} = 259,200$ Weight Density

$\frac{36 \times () \times ()}{0.125} =$ _____ (Place this answer in the PROPOSED column of the preceding Table)

End of Section 096816- Sheet Carpeting (Broadloom)

Section 099726- Cementitious Floor Coating

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all cementitious coatings and related items as indicated and specified.
 - 2. Patching substances.
 - 3. Underlayments.
- B. Related Documents:
 - 1. Section 096519 - Resilient Flooring.
 - 2. Section 096813 - Carpet Tile.

1.2 SEQUENCING AND SCHEDULING

- A. Do not install over concrete or wood floors until they are sufficiently dry to bond with cementitious materials as per the manufacturer's recommended bond and moisture test.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

1.3 SUBMITTALS

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).
- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of tile pavers, trim units and threshold with no less than 5 years of documented experience with installations of similar scope, materials and design.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, new, unopened packages and containers bearing manufacturer's name and label and the following information:
 - 1. Name or title of material.

2. Product description (generic classification or binder type).
 3. Manufacturer's name, stock number and date of manufacture.
 4. Contents by volume, for major pigment and vehicle constituents.
 5. Thinning instructions.
 6. Application instructions.
 7. Color name and number.
 8. Handling instructions and precautions.
- B. Inspect containers upon delivery to ensure that products are undamaged and properly protected.
 - C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 - D. Store re-sealed materials in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 50 degrees Fahrenheit. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 - E. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing and applying the coatings.

1.6 SITE CONDITIONS

- A. Environmental Limitations: Do not apply coatings until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions (50-95 degrees Fahrenheit; humidity exceeds 85 percent).
- B. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing the coating operation.
- C. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and the temperature within the area can be maintained within limits specified by the manufacturer during application and drying periods.

1.7 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Project Design and Construction.
 1. Guarantee period is 3 years after the date of substantial completion per installation.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality and craftsmanship:

1. Manufacturers.
 - a. Ardex – Basis of Design.
 - b. Mapei
2. Accessories.
 - a. Ardex P-51 Primer
 - b. Ardex P-82 Primer

2.2 ACCESSORIES

- A. Material Compatibility: Fillers, primers, finish coat material, and related materials that are compatible with one another and the substrates indicated under conditions of service and application as demonstrated by the manufacturer based on testing and field experience.
- B. Ardex P-51 primer or equal for use on old and new concrete floors.
- C. Ardex -82 primer or equal for use on terrazzo, quarry tile, ceramic tile, metal, epoxy flooring systems, hardwood or plywood and cut back adhesives.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions under which coatings will be applied for compliance with manufacturer's requirements for applying coatings. Surfaces to receive coatings must be thoroughly dry before coatings are applied.
- B. Do not proceed with installation until all unsatisfactory conditions have been corrected.
- C. Start of application will be construed as the applicator's acceptance of surfaces within that particular area.
- D. Coordinating Work: Review sections in which other coatings are provided to ensure compatibility of the total system for various substrates. On request, furnish information on the characteristics of specified finish materials to ensure compatible primers.
 1. Notify the architect of problems anticipated using the coatings specified.

3.2 PREPARATION

- A. Remove the top layer, patches and other curing compounds that are loose, flaking, cracked or otherwise compromised and that may act as a bond breaker and/or affect the performance of the underlayment.
- B. All subfloors, regardless of material, must be solid, sound, thoroughly cleaned and properly primed.
- C. All subfloors must be adequate strength, clean and free of all oil, grease, dirt, curing compounds, and any substance which might act as a bond breaker. If necessary, mechanically clean using shot-blasting or other method. Acid etching or the use of solvents is not acceptable.
- D. Cutback and other adhesive residues must be thin, solid and well bonded to the subfloor.
- E. All cracks in the subfloor shall be repaired to minimize telegraphing through the underlayment.

- F. Subfloors shall be inspected and corrected for moisture and any other conditions which could affect the performance of the underlayment or finished floor covering.

3.3 INSTALLATION

- A. Maintain on site a copy of the manufacturers' installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to the project.
- B. During new construction or remodel, sequence installation with other work to minimize the possibility of damage and soiling during the construction period.
- C. Maintain reference markers, holes or openings that are in place or plainly marked.
- D. Apply cementitious materials by brush, roller, spray, squeegee, or other applicators according to the manufacturer's installation instructions. Use brushes best suited for the material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool only if recommended by the manufacturer for the material and to achieve a smooth surface.
 - 1. Do not apply coatings over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions detrimental to forming a durable coating film.
 - 2. Provide finish coats compatible with the primers used.
 - 3. The number of coats and film thickness required is the same regardless of the application method. If necessary, do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Where sanding is required, according to the manufacturer's directions, sand between applications to produce a smooth, even surface.
 - 4. Observe the basic rules of concrete work. Do not install below 50 degrees Fahrenheit surface temperature. Install quickly if floor is warm and follow hot weather precautions.
 - 5. Surface shall be true to plane within 1/4" maximum gap under a 10-foot edge in any direction in accordance with ACI 302.1, R-89 flatness tolerance (on a case-by-case basis).
- E. Priming
 - 1. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to the material required to be coated or finished that has not been prime-coated by others.
 - a. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat to ensure a finish coat with no burn-through or other defects caused by insufficient sealing.
 - 2. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections.
 - 3. Prime with Ardex P-51 primer or Ardex P-82 primer whichever is appropriate for the particular application as directed by the manufacturer's installation instructions.
 - 4. Mechanical Applications: Use mechanical methods to apply coating as per the manufacturer's installation instructions.
 - a. Wherever using spray application, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer

5. When undercoats or other conditions show through the final coat, apply additional coats until the cured film has a uniform coating finish, color and appearance. Give special attention to edges, corners, crevices, welds, exposed fasteners, and similar surfaces to ensure that they receive a dry film thickness equivalent to that of flat surfaces.
6. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 - a. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces.
 - b. Coat the back sides of access panels, removable or hinged covers and similar hinged items to match exposed surfaces.
 - c. Omit primer on metal surfaces that have been shop-primed and touch-up painted.

F. Patching

1. Use patching compound as a filler for any areas over 1/4" deep. (Surface texture is rougher and not acceptable as a finished texture.) Apply following manufacturer's recommendations.
2. Apply finish coat of self-leveling material over patch and not to exceed 1/4" thickness. Apply as per manufacturer's recommendations.
3. By definition a patch shall not exceed an area 4' x 4' or 16 square feet.

G. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pre-treated, or otherwise prepared for coating and/or patched as soon as practicable after preparation and before subsequent surface deterioration.

1. Allow sufficient drying time between successive coats. Do not recoat until the coating has dried so it feels firm and does not deform or feel sticky under moderate thumb pressure and where applying another coat does not cause the undercoat to lift or lose adhesion.

H. Application Procedures: Apply coatings by brush, roller, spray or other applicators according to the manufacturer's installation instructions.

1. Brushes: Use brushes best suited for the material applied.
2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as per the manufacturer's installation instructions for the material and texture required.
3. Spray Equipment: Use spray equipment with orifice size as per the manufacturer's installation instructions for the material and texture required.

I. Minimum Coating Thickness: Apply each material no thinner than the manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by the manufacturer.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Clean-up: At the end of each workday, remove rubbish, empty cans, rags and other discarded materials from the site. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted.
- B. After completing work, clean glass and spattered surfaces. Remove spattered coatings by washing, scraping or other methods. Do not scratch or damage adjacent finished surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether being coated or not, against damage from coating operation. Correct damage by cleaning, repairing, replacing and recoating as acceptable to the Architect. Leave in an undamaged condition.
- B. Provide "Wet Floor" signs to protect newly coated finishes. Remove temporary protective wrappings provided by others to protect their work after completing coating operations.
- C. At completion of other trades' construction activities, touch up and restore damaged or defaced coated surfaces.
- D. Protect installed tile work with draft paper or other heavy covering during construction period to prevent staining, damage and wear. Supply material at least 4 feet wide.
 - 1. Lay paper over newly completed areas in corridors.
 - 2. Lay paper over partially demolished areas to prevent tracking of and spread of dust and debris.

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COATINGS ALTERNATIVE PRODUCT CHECKLIST
Submitted prior to start of work. Must be approved by PDC.

| Criteria | Minimum Standard | Proposed |
|--|--|--|
| Construction | Group 1 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Self-Leveling/Featheredge Underlayment | Ardex K-15 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | Class 5 - Heavy Commercial | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Set Time | 3-4 Hours | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Compressive Strength | To ASTM C109/mod | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | 4100 PSI after 28 days | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Installation of Standard Floor Coverings | 16 Hours | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Initial Set | To ASTM C 191, 30 minutes @ 70 degrees Fahrenheit | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Final Set | To ASTM C 191, 2 hours @ 70 degrees Fahrenheit | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Flexural Strength | To ASTM C 348 | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| | 100 PSI after 28 days | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Flammability | To ASTM E-48-81a Multi | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Flame Spread | none | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Fuel Contribution | none | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Smoke Development | none | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |
| Coverage | 10lb bag covers 60 sq.ft., 1/8" thick and 30 sq.ft, 1/4" thick | <input type="checkbox"/> Complies <input type="checkbox"/> Does not comply |

End of Section 099726- Cementitious Floor Coating

END EXHIBIT A – ATTACHMENT 1

END EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B - GENERAL CONDITIONS (14 Pages)

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Department: The Pima County Project Design and Construction

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

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

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

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

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

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

Standard Specifications: The directions, provisions, and requirements contained in the current edition of the Pima Association of Governments Standard Specifications for Public Improvements, 2015 Edition with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement of payment of same.

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

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

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

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

ARTICLE 2 – RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

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

County does not guarantee the existence and locations of underground utilities indicated on the plans and Contractor will investigate and verify the location of underground utilities in the field before starting work. Contractor will carefully perform excavations in the vicinity of existing structures and utilities. Contractor is responsible for any damage to, and for maintenance and protection of, existing utilities and structures. At least 2 full working days prior to commencing excavation, contractor must call blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

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

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

ARTICLE 3 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

- F. Use of Explosives -- Prohibited

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

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

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

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

- I. Waiver of Legal Rights -- County will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished

by Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by County or by any representative of County nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by County will operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

ARTICLE 4 – ACCIDENTS

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

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

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

ARTICLE 5 – PIMA COUNTY BUILDING CODES

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

ARTICLE 6 – DELAYS

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

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

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

1. A delay in the work attributable to County is an excusable delay for which an adjustment may be made to the schedule. In any such case the schedule of the affected task or activity may be extended 1 day for each day of County-caused delay; provided, however, that if the County-caused delay overlaps a period of delay attributable to any other cause, the extension for County-caused delay is limited to the number of non-overlapped days of County-caused delay.
2. There is no adjustment for any Contractor-caused delay in the work, including time to repair or replace defective work. In the event of a significant Contractor-caused delay exceeding 2 workdays, Contractor will provide a recovery plan to County within 5 days of County's request.
3. A delay in the work attributable to any other cause, including strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the control of County or Contractor and that arises without the fault or negligence of either, is an excusable delay for which County and

Contractor agree to negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.

4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date shall not be changed.
5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment therefor.
6. County and Contractor will negotiate an equitable adjustment of cost for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the work.

Contractor must submit claims for extension of time in writing to County for review and approval no later than 7 days after the initiation of that delay. In the case of a continuing cause of delay, only 1 claim is necessary.

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

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

ARTICLE 7 – EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS

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

ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS

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

ARTICLE 9 – COPIES OF DRAWINGS FURNISHED

County will provide, at no cost to Contractor, 2 complete sets of code approved construction documents in non-reproducible form.

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

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

ARTICLE 10 – ORDER OF COMPLETION

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

ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE

Contractor will keep 1 copy of code approved construction documents on the job site, in good order, available to County and to County's representatives. This set of documents will be kept current as to pending and approved changes in the work.

ARTICLE 12 – OWNERSHIP OF DRAWINGS

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

ARTICLE 13 – CONTRACTOR'S UNDERSTANDING

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

ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES

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

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

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

ARTICLE 15 – ROYALTIES AND PATENTS

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

ARTICLE 16 – SURVEYS, PERMITS, AND REGULATIONS

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

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

ARTICLE 17 – PROTECTION OF WORK AND PROPERTY

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

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

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

ARTICLE 18 – INSPECTION OF WORK

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

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

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

ARTICLE 19 – SUPERINTENDENCE - SUPERVISION

Contractor will keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to County. The Superintendent will not be changed except with the consent of County, unless the Superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ.

The Superintendent will represent Contractor in its absence and all directions given to it will be as binding as if given to Contractor. Contractor will give efficient supervision to the work using its best skill and attention.

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

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

ARTICLE 20 – CHANGES IN THE WORK

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

The value of any such extra work or change will be determined in 1 or more of the following ways:

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

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

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

Overhead Limit: 10% of direct cost;
Profit Limit: 5% of the sum of direct cost and overhead cost.

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

Contractor's cost for additional work or changes requested by County which result in an approved extension of time to the contract will be limited to the cost of the extra work determined in 1 or more of the 3 ways described previously in this Article, and the actual wage or salary paid for the on-site job superintendent in direct employ of Contractor in performance of the work. This amount will be prorated to the actual amount of extra time approved and will only include the direct amount paid to the superintendent plus actual cost of all overhead items applicable to payroll for that position, such as insurance, taxes, FICA, worker's compensation, and unemployment taxes and benefits.

ARTICLE 21 – CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering

life or property. The procedure will then be as provided for in Article 20 "Changes in the Work". No such claim will be valid unless so made.

ARTICLE 22 – DEDUCTIONS FOR UNCORRECTED WORK

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

Contractor will promptly remove from the premises all materials condemned by County as failing to conform to the Contract, whether incorporated in the work or not, and Contractor will promptly replace and re-execute its own work in accordance with the Contract and without expense to County and will bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, County may remove them and may store the material at the expense of Contractor. If Contractor does not pay the expense of such removal within ten days' time thereafter, County may, upon ten day's written notice, sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by Contractor.

ARTICLE 23 – SUSPENSION OF WORK

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

ARTICLE 24 –COUNTY'S RIGHT TO DO WORK

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

ARTICLE 25 –COUNTY'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 26 – REMOVAL OF EQUIPMENT

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

ARTICLE 27 – USE OF COMPLETED PORTIONS

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

ARTICLE 28 – PAYMENTS WITHHELD

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

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

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

ARTICLE 29 – WARRANTY

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

ARTICLE 30 – LIENS

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

ARTICLE 31 – RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 32 – SEPARATE CONTRACTS

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

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

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

ARTICLE 33 – COUNTY’S STATUS

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

ARTICLE 34 – CLAIMS AND DISPUTES

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

Contractor will deliver written notice of each such claim, demand, dispute, controversy, or difference to County within 15 days of the occurrence of the event giving rise thereto and written supporting data will be submitted to County within 45 days of such occurrence unless County specifies a different period of time in writing to Contractor. The submission to County with respect to any such claim, demand, dispute, controversy, or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy, or difference.

If either County or Contractor is dissatisfied with any decision of County and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

ARTICLE 35 – CLEANING UP

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

ARTICLE 36 – FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT

(a) **PURPOSE:**

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

(b) **SCOPE:**

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

(c) **REQUIREMENTS:**

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.

3. Fire extinguisher and devices shall be inspected, serviced and maintained in accordance with manufacturer's instructions.
4. Fire Fighting and control equipment shall be readily visible and unobstructed at all times; shall not be made inoperative or used for other purposes.
5. Installation of fire protection piping and hydrants (as specified in bid documents) shall be as prompt as possible so hose stream protection will be available when combustible materials arrive on site and potential fire causing operations begin.
6. Provide ready access for public fire department.
7. Provide safe temporary lighting and power services; properly insulate, ground, and substantially support strung wires; overloading of conductors and overfusing of circuits is prohibited; poor contacts and defective terminals, switches, wire and outlets shall not be installed. Temporary electrical installations shall be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.
8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases shall be kept outside of buildings under construction; one day's working supply of such items may be inside at any time. Flammable fluids shall be in approved containers only; open containers are prohibited.
9. Only flame-resistant tarpaulins or coverings shall be used for protecting stored supplies and equipment.
10. Smoking shall be prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas. "No Smoking" signs shall be posted accordingly.
11. Fires, welding, flame cutting, melting, and similar operations in combustible areas shall not be left unattended promptly.
12. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills shall be cleaned up promptly.
13. All rags, waste, etc. soiled by combustible or flammable materials shall be placed in tightly closed metal containers and disposed of daily.
14. Tar kettles shall be located outside of and as far away as possible from building.
15. All portable cylinders of compressed gases shall be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; shall be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps shall be in place when cylinders are not in use.
16. Welding and cutting operations shall be performed only by competently proven personnel.
17. Construction debris shall be removed from buildings and site daily. Reasonably good housekeeping shall be maintained at all times.
18. All machines using cutting oil shall have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below 100-degree F. shall be used for cleaning equipment or parts.
20. No smoking or open fire of any kind shall be permitted in areas where spray guns are in operation.

21. Wood sawdust and shavings and wood rubbish shall not be allowed to accumulate on project site.
22. Adequate precautions shall be taken to protect extensive form work and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, shall have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
24. Regularly scheduled inspections shall be made by Contractors authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel shall be instructed in their duties concerning safe fire protection practices.

ARTICLE 37 – ARCHAEOLOGICAL FEATURES

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

ARTICLE 38 – RESERVED

ARTICLE 39 – PRODUCT AND MATERIAL DATA SAFETY SHEETS

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

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

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

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

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

ARTICLE 41 – WASTE DISPOSAL FACILITIES

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

ARTICLE 42 – AS-BUILT DRAWINGS

Contractor will keep an accurate record of all changes and deviations from the Project Plans and Specifications and submit to County 1 set of “As-Built” drawings including dimension, location of underground utilities, etc., upon completion of the work. As-Built drawings will be drawn and submitted in such a format as prescribed by County.

ARTICLE 43 - EXISTING CONDITIONS

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

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

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

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

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

ARTICLE 44 - BUILDER'S RISK

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

END EXHIBIT B - GENERAL CONDITIONS

EXHIBIT C - SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT (12 Pages)

ARTICLE 1 – OVERVIEW AND DEFINITIONS

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

The Contract Price for each Job Order shall not exceed \$180,000.00, including any Change Orders.

There is no limit on the number of Job Orders County may issue to any Contractor during any 12-month term of this Contract or during the entire period this Contract is in effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Schedule of Values (SOV)” A spreadsheet with estimated costs organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the Contractor’s construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid

item listed on the schedule of values, if applicable. The SOV may be output from the Project Schedule if the Project Schedule is cost-loaded.

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

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

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

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

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

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

ARTICLE 2 – JOB ORDER DEVELOPMENT

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

1. For Projects estimated under \$20,000.00, and during emergency situations County will notify the selected Contractor of a new Project and may or may not schedule a site visit to explain and discuss the project. Design documents, if any, will be provided to the Contractor by the time of the site visit. Once the parties agree on the scope of the project, County will memorialize the agreement in a Job Order and deliver it to Contractor who shall have 5 working days, unless a shorter period is specified in the Job Order, to commence construction. Unless otherwise specified by County, issuance of the Job Order shall constitute Notice to Proceed. In the event of an emergency, the requirement that a Job Order Contract be in place prior to the initiation of work is waived. During such an emergency, a Contractor may be contacted and given instructions by a County Project Manager to perform the work immediately without an approved Job Order. It is understood that the County will prepare a Job Order as soon as practicable following said instructions.
2. For Projects estimated at \$20,000.00 or greater, the County will notify all Job Order Contractors under contract to County. The request shall advise all Contractors of the nature of the Work to be done and include the selection criteria and methodologies County will use to make the "best value" decision. Criteria could include lowest bid, lowest bid meeting schedule, best cost alternative(s), etc. The request letter may also include an estimate of the total dollars the County has budgeted for the Job. Contractor shall be provided an opportunity to ask questions, seek clarification and/or inspect the site, if requested. Alternatively, the County may identify in the request the date and time for a meeting or site visit to explain and discuss the Work and further refine the scope of the project. Design documents, if any, may be provided in advance or at the meeting or site visit.

3. Upon establishment of the scope of the needed Project, each Contractor interested in performing the Job Order shall prepare its proposal for accomplishment of the Project utilizing the Contractor's best estimating practices to develop a fixed, lump sum or not-to-exceed Guaranteed Maximum Contract Price to complete the Work, including any additional Pre-Construction Services (if necessary). See Article 3 for a description of required proposal items. Quotes will be in letter format including an attached table listing major construction components (i.e., Mobilization, grade control structures, soil cement bank protection, excavation, clearing/grubbing, subgrade prep., etc.) with quantities, unit cost, total cost as columns in the table. The time for submittal of proposals for individual Projects shall not exceed 7 working days unless approved by the County.
4. County shall review each Contractor's proposal and may either accept the proposals or negotiate modifications to the proposals until such time the County is satisfied with each of the proposals. Such negotiations shall be limited to value alternatives of costs less than 20% of the original quotation price. Scope modifications or value alternatives that are equal to or greater than 20% shall require County to modify the original request and rebid to the benefit of all interested Contractors under this Contract.
5. The Job Order will then be issued by County to the Job Order Contractor that submitted the best quotation (including schedule and/or value engineering alternatives), as measured by the criteria in the request for quotation. Past performance on earlier Job Orders, including past performance on cost or price control, may be used to determine award of future Job Orders. Quotations must be reasonably prepared, accurately describing the work including the types of materials used, quantities and other cost elements. In the instance the quotation is deemed to be unreasonable or inaccurate, the Project Manager can exercise the option to reject the bid (even if it is the lower bid) or request a revised quotation. An alternative Contractor will be chosen for the work.
6. Upon issuance of each Job Order by County, the Job Order Contract will be binding upon the Contractor and County. A Job Order is considered "issued" when delivered to the Contractor or sent by facsimile copy, in which case the Job Order will be "issued" when sent to Contractor's fax number and County's fax machine prints an acknowledgement of receipt or County.

ARTICLE 3 – JOB ORDER PROPOSAL CONTENT

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

1. The description of the Scope of the Work;
2. The duration of the work, including CPM schedule (if required);
3. The Contract Price for Work (Construction), including prices for various proposed alternatives;
4. The Contract Price of Pre-Construction Services by Contractor (if any);
5. The name of the Contractor Representative for the Project;
6. The Drawings and Specifications (if any) used to prepare the quotation;
7. Any assumptions or exclusions that qualify the Contractor's price, including how many days the proposal is valid for;
8. A risk analysis of the project that identifies potential risks to the cost or schedule, or other items which the Owner may need to be informed of that will impact a successful outcome;
9. If any Shop Drawings, Product Data and/or Samples are required for the Job Order, the date for delivery of each required item;

10. A statement of which, if any, of the following are required: Preconstruction Conference, Weekly Progress Meetings, Field Office, Storage Enclosure, Materials and Equipment Handling Facility, Submittals, Shop Drawings, Product Data, Equipment List, Samples, Project Manual, Schedule of Values, Construction Progress Schedule, Narrative Reports, Progress Report, Progress Charts, Progress Photographs, Materials Status Report, Construction Diagram, Construction Status Report, Operation and Maintenance Data, Operating Maintenance Instructions and Parts List, and As-Built Drawings.

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

ARTICLE 4 – JOB ORDER NEGOTIATION

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

ARTICLE 5 – JOB ORDER MANAGEMENT

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

1. Project Management

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

2. Daily Log

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

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

3. Progress Schedule and Float

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

B. Reporting

1. Monthly Reporting

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

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

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

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

2. Contractor Responsibility

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

ARTICLE 6 – CHANGES AND CHANGED CONDITIONS

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

ARTICLE 7 – DELAYS AND TIME EXTENSIONS

- A. Demonstration of Delay – It is agreed that no time extensions shall be granted nor delay damages paid by County unless the delay can be clearly demonstrated by Contractor on the basis of the updated Critical Path Schedule, cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of the Work or other reasonable means.

- B. Application of Float – Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Final Completion Date. Since float time within the construction schedule is jointly owned, it is acknowledged that County-caused delays on the Project may be offset by County-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.).
- C. In such an event, Contractor shall not be entitled to receive a time extension or delay damages until all County-caused time savings are exceeded and the Final Completion Date or milestone date is also exceeded.

ARTICLE 8 – PERFORMANCE MEASUREMENT

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

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

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

ARTICLE 9 – SUBCONTRACTORS

- A. Subcontractor Selection – Contractor will select Subcontractors in accordance with the Subcontractor Selection Plan incorporated into this Contract by reference.
- B. Subcontracts
 - 1. Contractor agrees to deliver to each Subcontractor and to cause each Subcontractor to deliver to each sub-subcontractor a copy of this Agreement and the Job Order Contract Documents relating to the Work of the Subcontractor or sub-subcontractor. Contractor agrees to include in its contract with each Subcontractor all provisions of the Agreement and Job Order documents required to be included in those contracts and to cause its Subcontractors to include the same provisions in their contracts with their sub-subcontractors at all tiers.
 - 2. Each Subcontract, or other Agreement, with any subcontractor for any job order shall include the address or location of the work.
- C. Assignment Upon Termination – Contractor hereby assigns to County (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work under each Job Order, which assignment will be effective upon

termination of the Contract by the County and only as to those subcontracts and purchase orders which the County assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by Contractor to the County and its assigns. Such assignment is part of the consideration to County for entering into the Contract with Contractor and may not be withdrawn prior to final completion of the Work under each Job Order.

ARTICLE 10 – TERMINATION FOR CAUSE

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

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

A. Cause for Termination – In addition to the termination rights of the County in **ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT** of the Agreement between County and Contractor, the County may terminate any or all Job Orders and/or the overall Job Order Agreement at the election of County, upon the occurrence of any 1 or more of the following events:

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

8. If, as to any Job Order, Contractor otherwise violates in any material way any provisions or requirements of this Agreement or any Job Order Contract Documents.

B. Notice and Cure Period – If County determines that 1 or more events of default described in **Article 10(A)** has occurred, the County may elect to terminate any or all Job Orders and/or terminate Contractor's participation in the overall Agreement. To do this, the County must first give Contractor and its Surety written notice of the events of default ("**Notice of Default**") and allow Contractor and its Surety 10 calendar days to cure the events of default. If the events of default are not cured within the 10 calendar days, County may terminate any or all Job Orders and/or terminate Contractor's participation in the overall Agreement by written notice to Contractor and its Surety.

C. Completion of Terminated Work

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

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

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

D. Payment for Terminated Work

1. If, as to any terminated Job Order, the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work and all County damages including, without limitation, liquidated damages and compensation for additional professional and Contractor services ("**County's Termination Costs**"), such excess shall be used to pay Contractor for the Work it performed and for which Contractor has not been paid previously and the amount shall be determined using the Tasks, Unit Prices, Coefficients, and Other Tasks and Other Prices included in the Job Order. If, as to any terminated Job Order, the County's Termination Costs exceed the unpaid balance of the Contract Price, Contractor shall immediately upon demand pay the difference to the County or the County may set off the amount against any other amounts owing to Contractor for any cause whatsoever, whether current or future.

2. In exercising the County's right to prosecute the completion of the Work under any terminated Job Order, the County shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs to be incurred in completing the Work, and the County shall not be required to obtain the lowest figure for Work performed in completing the Project. If the County holds a competitive procurement for remedial Work or completion of the Work under a terminated Job Order, Contractor shall not be eligible for the award of such contracts.
 3. Contractor shall be liable for any damage to the County resulting from the termination or from Contractor's refusal or failure to complete the Work under any terminated Job Order and for all costs necessary for repair and completion of the Project under each terminated Job Order over and beyond the Contract Price. Contractor shall be liable for all legal fees and costs required to enforce the provisions of the Agreement and/or Job Order Documents.
- E. Nonexclusive Remedies – In the event any Job Order or Contractor's participation in the Agreement is terminated, the termination shall not affect any other rights of the County against Contractor. The rights and remedies of County under this **Article 10** are in addition to any other rights and remedies provided by law or under the Agreement or Job Order Contract Documents. Any retention or payment of monies to Contractor by County will not release Contractor from liability.
- F. Erroneous Termination for Cause – If any Job Order or participation in the overall Agreement is terminated under this **Article 10**, and it is determined for any reason that there was no default under **Article 10**, the termination shall be deemed a Termination for Convenience of the County.

ARTICLE 11 – TERMINATION FOR CONVENIENCE OF THE County

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

(Remainder of Page Intentionally Left Blank)

ATTACHMENT 1 TO EXHIBIT C (2 Pages) PERFORMANCE EVALUATION FORM

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

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

DD FORM 2626, JUN 94

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

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| PART III - EVALUATION OF PERFORMANCE ELEMENTS | | | | | | | | | | | | |
|---|---|---|---|---|---|--|--|---|---|---|---|---|
| N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY | | | | | | | | | | | | |
| 15. QUALITY CONTROL | | | | | | | 16. EFFECTIVENESS OF MANAGEMENT | | | | | |
| N/A | O | A | S | M | U | | N/A | O | A | S | M | U |
| a. QUALITY OF WORKMANSHIP | | | | | | | a. COOPERATION AND RESPONSIVENESS | | | | | |
| b. ADEQUACY OF THE CQC PLAN | | | | | | | b. MANAGEMENT OF RESOURCES/ PERSONNEL | | | | | |
| c. IMPLEMENTATION OF THE CQC PLAN | | | | | | | c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S) | | | | | |
| d. QUALITY OF QC DOCUMENTATION | | | | | | | d. ADEQUACY OF SITE CLEAN-UP | | | | | |
| e. STORAGE OF MATERIALS | | | | | | | e. EFFECTIVENESS OF JOB-SITE SUPERVISION | | | | | |
| f. ADEQUACY OF MATERIALS | | | | | | | f. COMPLIANCE WITH LAWS AND REGULATIONS | | | | | |
| g. ADEQUACY OF SUBMITTALS | | | | | | | g. PROFESSIONAL CONDUCT | | | | | |
| h. ADEQUACY OF QC TESTING | | | | | | | h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES | | | | | |
| i. ADEQUACY OF AS-BUILTS | | | | | | | i. IMPLEMENTATION OF SUBCONTRACTING PLAN | | | | | |
| j. USE OF SPECIFIED MATERIALS | | | | | | | | | | | | |
| k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER | | | | | | | | | | | | |
| 17. TIMELY PERFORMANCE | | | | | | | 18. COMPLIANCE WITH LABOR STANDARDS | | | | | |
| a. ADEQUACY OF INITIAL PROGRESS SCHEDULE | | | | | | | a. CORRECTION OF NOTED DEFICIENCIES | | | | | |
| b. ADHERENCE TO APPROVED SCHEDULE | | | | | | | b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED | | | | | |
| c. RESOLUTION OF DELAYS | | | | | | | c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS | | | | | |
| d. SUBMISSION OF REQUIRED DOCUMENTATION | | | | | | | | | | | | |
| e. COMPLETION OF PUNCHLIST ITEMS | | | | | | | 19. COMPLIANCE WITH SAFETY STANDARDS | | | | | |
| f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES | | | | | | | a. ADEQUACY OF SAFETY PLAN | | | | | |
| g. WARRANTY RESPONSE | | | | | | | b. IMPLEMENTATION OF SAFETY PLAN | | | | | |
| | | | | | | | c. CORRECTION OF NOTED DEFICIENCIES | | | | | |
| 20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.) | | | | | | | | | | | | |

DD FORM 2626 (BACK), JUN 94

END ATTACHMENT 1 TO EXHIBIT C – PERFORMANCE EVALUATION FORM

END EXHIBIT C – SPECIAL CONDITIONS- MULTIPLE AWARD JOB ORDER CONTRACTS

EXHIBIT D - SUPPLEMENTAL PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (3 Pages)

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

ARTICLE 1 – DAVIS BACON ACT WAGE DETERMINATION

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

ARTICLE 2 – SUBCONTRACTORS

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

ARTICLE 3 – INDEMNIFICATION

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

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with State statute will be interpreted and applied as if it were consistent with State statute.

Upon request, Contractor may fully indemnify and hold harmless any private property owner granting a right of entry to Contractor for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County, their agents, employees or indemnitees.

ARTICLE 4 – OWNERSHIP OF DOCUMENTS

In addition to the requirements set forth in Article 24 of the Job Order Contract, The Granting Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement or any subcontract; and (b) Any rights of copyright to which Contractor or County acquires ownership under this Agreement.

ARTICLE 5 – BOOKS AND RECORDS

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

ARTICLE 6 – CHANGED CONDITIONS

(1) Differing site conditions.

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, County will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. County will notify Contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice.
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) Suspensions of work ordered by County.

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

(3) Significant changes in the character of work.

- (i) County reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and Contractor agrees to perform the work as altered.

- (ii) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against Contractor in such amount as County may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
 - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (B) When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**END OF EXHIBIT D - SUPPLEMENTAL PROVISIONS FOR FEDERAL-AID CONSTRUCTION
CONTRACTS**

CHECKLIST AND TRANSMITTAL

Aztec Flooring LLC

Date: 01/06/2025

Project: Job Order Contract: Flooring Services

Bonds

 X Performance Bond (in accordance with the terms in the contract)



By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

 X Payment Bond (in accordance with the terms in the contract)



By initialing here, our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds. Kindly have resident agent countersign the bonds (other than the "attorney in fact"), as provided for on the bond forms.

Insurance

Certificate of Commercial General Liability Insurance in the amount as stated in the original contract for Prime Contractor.

 X IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for commercial general liability.

Certificate of Comprehensive Automobile Liability Insurance in the amount as stated in the original contract.

 X IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for comprehensive automobile liability.

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

 N/A Certificate of Professional Liability Insurance

 N/A Builder's Risk Insurance as stated in the original contract. The policy should list Pima County as a loss payee.

Other Requirements

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

Sabrina Walker, Procurement Department

Phone: (520) 724-9072 | Email: Sabrina.Walker@Pima.gov

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



PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION | 150 W. CONGRESS ST., 5TH FLOOR | TUCSON, AZ 85701
PHONE: 520-724-8161 | FAX: 520-724-3646

Insurance carrier verifies Pima County is named as Additional Insured to the Comprehensive Commercial General Liability policy AND the Comprehensive Automobile Liability policy referenced below, the County being added by ENDORSEMENT to the policies.

Crest Insurance Group

Insured Firm

EPP 0292773

Policy Number

Cincinnati Insurance

Insurance Carrier

Brett Rustand

Authorized Carrier Signature

Brett Rustand

Printed Name

1/6/2026

Date of Signature

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2026

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

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

| | |
|--|---|
| PRODUCER Crest Insurance Group, LLC 5285 E. Williams Circle Suite 4500 Tucson AZ 85711 | CONTACT NAME: Marxy Miller Zahn PHONE (A/C, No, Ext): 5206182465 E-MAIL ADDRESS: mmiller-zahn@crestins.com FAX (A/C, No): 520-325-3757 |
| INSURED Aztec Flooring LLC dba Aztec Flooring 1215 E. Warehouse Avenue Tucson AZ 85719 | INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 747245544**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | EPP 0292773 | 12/15/2025 | 12/15/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | EPP 0292773 | 12/15/2025 | 12/15/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | EPP 0292773 | 12/15/2025 | 12/15/2026 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Rented/Leased Equipment | | | EPP 0292773 | 12/15/2025 | 12/15/2026 | \$25,000 Limit \$500 Ded. |

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

Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) including Products Completed. Per Project Aggregate (General Liability) Coverage is Primary & Non-Contributory (General Liability). Waiver of Subrogation (General Liability & Automobile Liability) applies. Umbrella Liability Follows Form. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

Re: Any & All Projects. Pima County is included as additional insured per the above and attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement Department
Design & Construction Division
150 W. Congress Street, 5th Floor
Tucson AZ 85701

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

AUTHORIZED REPRESENTATIVE

Cody Ritchie

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

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

1. Employee Benefit Liability Coverage

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

3. Damage To Premises Rented To You

The lesser of:

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

4. Supplementary Payments

- a. Bail Bonds: \$2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

| COVERAGE | PREMIUM BASIS | RATE (For Limits in Excess of \$5,000) | ADVANCE PREMIUM (For Limits in Excess of \$5,000) |
|------------------------------------|--|--|---|
| | (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other | | |
| Care, Custody Or Control Liability | | | \$ |
| TOTAL ANNUAL PREMIUM | | | \$ |

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

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

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

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

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

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

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

- (c) **Failure To Perform A Contract**

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

- (d) **Insufficiency Of Funds**

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

- (e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

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

- (f) **Workers' Compensation And Similar Laws**

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

- (g) **ERISA**

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

(h) Available Benefits

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

(i) Taxes, Fines Or Penalties

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

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:

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

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

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

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this en-

dorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

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

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

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

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

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

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

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

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

c. No Coverage

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

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

- b.** Interpreting the "employee benefit programs";
- c.** Handling records in connection with the "employee benefit programs"; or
- d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

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

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

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

3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance**.

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - 3) Smog;
 - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 5) Settling, cracking, shrinking or expansion;
 - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
 - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
 - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
 - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:
 - 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:
 - a.** While rented to you, or temporarily occupied by you with permission of the owner;
 - b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
 - c.** In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B.** Limits Of

Insurance, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

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

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i)** The insurance afforded the vendor does not apply to:
- 1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for

damages that the vendor would have in the absence of the contract or agreement;

- 2)** Any express warranty unauthorized by you;
- 3)** Any physical or chemical change in the product made intentionally by the vendor;
- 4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7)** Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c)(i)4 or 6 of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

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

(d) **State Or Governmental Agency Or Subdivision Or Political Subdivision -**

Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

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

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

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) **Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

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

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j. Damage To Property** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

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

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

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

Limits Of Insurance, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

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

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing 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.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

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

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

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

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or

- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property, Paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.**

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2**. Exclusions, **j**, Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for

"property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**. Limits Of Insurance, **16**. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage**. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken,

you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2j. Damage To Property, Paragraph (2)** under Section **I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION - ARIZONA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees or Contractors - Automatic Status for Other Parties When Required in Written Contract or Agreement With You

1. Section II - Who is an Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the

rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a.** The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b.** Supervisory, inspection, architectural or engineering activities.

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

- 3.** This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Automatic Status When Required in Written Permits or Authorizations

- 1. Section II - Who is an Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

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

- C.** The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D.** With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits of Insurance**:

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

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies on an Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all

of the contractors or subcontractors performing work on one or more specific project(s).

Primary and Noncontributory Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

H. Section IV - Commercial General Liability Conditions, Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

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

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

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

This provision does not apply unless the valid written contract has been:

- 1.** Executed prior to the accident causing "bodily injury" or "property damage"; and
- 2.** Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:
 - (1)** Any covered "auto" you lease, hire, rent or borrow; and
 - (2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

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

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT -
(COMPLETED OPERATIONS) - ARIZONA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Construction Agreement (Completed Operations)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

- a.** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- b.** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured en-

dorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", coverage does not apply to that person or organization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusions apply:

This insurance does not apply to

a. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1)** The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2)** Supervisory, inspection, architectural or engineering activities.

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

b. "Bodily injury" or "property damage" arising out of "residential" construction.

B. The insurance afforded to additional insureds described in Paragraph **A.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
3. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

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

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

1. Required by the written contract or written agreement described in Paragraph A. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract or written agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement described in Paragraph A.

E. Except when F. below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance, and supersedes any provision to the contrary:**

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraph A, except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

F. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance, and supersedes any provision to the contrary:**

Primary Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraph A, provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement described in Paragraph A, that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

Primary And Noncontributory Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraph A, provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement described in Paragraph A, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

- G. Section IV – Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

- H. Section V – Definitions** is amended to include:

1. "Residential" means:

- a.** A structure used, or intended, in whole or in part, for the purpose of human habitation, and includes, but is not limited to, single-family housing, multi-family housing, tract homes, condominiums, cooperatives, townhomes, townhouses, planned-unit developments and timeshares;
- b.** A structure converted, or being converted, in whole or in part, into condominiums or cooperatives; and

- c.** Common areas and grounds, appurtenant structures and facilities, of the structures described in **H.1.a.** and **b.** above, except a public street, public road, public right of way, or public utility easement located on or near such common areas and grounds.

"Residential" does not include:

- a.** Hospitals, jails or prisons; and
- b.** Provided there is no individual ownership of units and that such was not, in whole or in part, at any time, marketed, sold, occupied or used as single-family housing, multi-family housing, or as a condominium, cooperative, townhouse, townhome or timeshare:
 - (1)** Government housing on military bases;
 - (2)** College/university dormitories;
 - (3)** Apartments;
 - (4)** Long-term care facilities;
 - (5)** Assisted-living facilities;
 - (6)** Nursing homes; and
 - (7)** Hotels or motels.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2025

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

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

| | | |
|---|---|-----------------------|
| PRODUCER PAYCHEX INSURANCE AGENCY, INC. 225 KENNETH DRIVE ROCHESTER, NY 14623 | CONTACT NAME: Paychex Insurance Agency, Inc. | |
| | PHONE (A/C, No, Ext): 877-266-6850 | FAX (A/C, No): |
| INSURED AZTEC FLOORING LLC 1215 E WAREHOUSE AVE TUCSON, AZ 85719 | E-MAIL ADDRESS: FlexCerts@paychex.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: OHIO SECURITY INSURANCE COMPANY | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <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 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y | NA | N | XWS59080041 | 12/01/2025 | 12/01/2026 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER

Pima County Procurement Department
Design & Construction Division
130 W. Congress Sreet
3rd Floor DT-AB3-126
Tucson, AZ 85701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary P. Storti

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

Where required by contract or written agreement prior to loss and allowed by law.

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

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

Issued by Ohio Security Insurance Company 19291
For attachment to Policy No. XWS (26) 59 08 00 41 Effective Date 12/01/2025 Premium \$
Issued to AZTEC FLOORING LLC Endorsement No.
DBAAZTEC FLOORING

Bond No. S442319

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

KNOW ALL MEN BY THESE PRESENTS THAT: Continental Flooring Company
9319 N. 94th Way, Suite 1000 Scottsdale, AZ 85258

Company Name

(hereinafter "Principal"), as Principal, and Employers Mutual Casualty Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa,
with its principal office in the City of Des Moines, holding a certificate of authority to transact
surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1,
as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount
of **\$200,000.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated _____ for:

RFQu-2500022159 Job Order Contract: Flooring Services, Contract No. SC2500000668
February 17, 2026 to February 17, 2027

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract
during the original term of the contract and any extension of the contract, with or without notice to the
Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all
of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of
the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived,
the above obligation is void. Otherwise, it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2,
Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with
the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were
copies at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees
that may be fixed by a judge of the court.

Witness our hands this 7th day of January, 2026.

Witness our hands this 7th day of January, 2026.

Continental Flooring Company
Principal

By: Christopher L. Coleman - President

Employers Mutual Casualty Company
Surety

By: Melanie Ankeney
Melanie Ankeney, Attorney-In-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

MELANIE ANKENY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:

Number

Continental Flooring Company,
Inc.**Obligee:**

Pima County

S442319

and to bind each Company thereby as fully and to the same extent as if such Instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

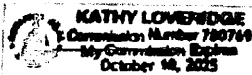
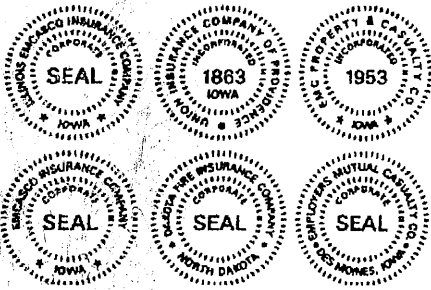
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, CEO
of Company 1, Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of January, 2026.

Ryan J. Springer
Ryan J. Springer, Vice President

Bond No. S442319

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

KNOW ALL MEN BY THESE PRESENTS THAT: Continental Flooring Company
9319 N. 94th Way, Suite 1000 Scottsdale, AZ 85258

Company Name

(hereinafter "Principal"), as Principal, and Employers Mutual Casualty Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa,
with its principal office in the City of Des Moines, holding a certificate of authority to transact
surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter
2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the
amount of **\$200,000.00**, for the payment whereof, Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

HEREAS, the Principal has entered into a certain written contract with the Obligee, dated _____ for:

RFQu-2500022159 Job Order Contract: Flooring Services, Contract No. SC2500000668
February 17, 2026 to February 17, 2027

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly
pays all monies due to all persons supplying labor or materials to the Principal or the Principal's
subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise
it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2,
Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with
the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to
the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees
that may be fixed by a judge in the court.

Witness our hands this 7th day of January, 2026.

Continental Flooring Company

Principal

By:

Christopher L. Coleman - President

Employers Mutual Casualty Company

Surety

By:

Melanie Ankeney, Attorney-In-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

MELANIE ANKENEY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond **Principal:**
Number **Continental Flooring Company,**
 Inc.

S442319

Obligee:
Pima County

and to bind each Company thereby as fully and to the same extent as if such Instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

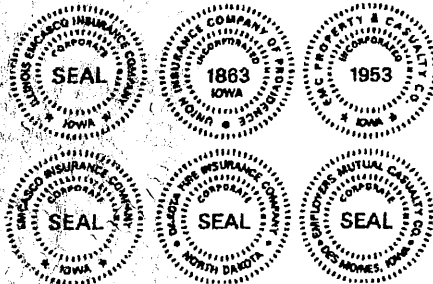
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of January, 2026.

Ryan J. Springer
Ryan J. Springer, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2026

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

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

| | | | |
|--|--|---|--|
| PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com | CONTACT NAME: Sherry Young PHONE (A/C, No, Ext): 949-242-9237 E-MAIL ADDRESS: syoung@risk-strategies.com CA DOI License No. 0F06675 | FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Insurance Company INSURER B: Fidelity and Guaranty Insurance Company INSURER C: Travelers Property Casualty Co of America INSURER D: INSURER E: INSURER F: | NAIC # 25615 35386 25674 |
|--|--|---|--|

COVERAGES**CERTIFICATE NUMBER:** 88858695**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|-------------------------------------|-----------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Ded: 10,000 BI/PD Per Occ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | DT-CO-A1318367-COF-25 | 11/1/2025 | 11/1/2026 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | BA-A1317819-25-26-G | 11/1/2025 | 11/1/2026 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | CUP-A1318539-25-26 | 11/1/2025 | 11/1/2026 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Following Form GL AUTO \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | 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 \$ |

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

CERTIFICATE HOLDER

Pima County
Attn: Design and Construction Division
150 W. Congress St., 5th Fl.
Tucson AZ 85701-1317

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

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

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

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

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

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

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

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

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

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

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

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

(b) Such 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 subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) 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:

- (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) 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.
 - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; 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.

D. BLANKET WAIVER OF SUBROGATION

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

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

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

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

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

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

POLICY NUMBER:
DT-CO-A1318367-COF-25

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 11-01-2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS

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

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., 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, 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 a named insured when a written contract or agreement with you, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2026

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

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

| | |
|--|---|
| PRODUCER AZCAL Insurance Serv Agy Inc 8350 East Raintree Drive Suite 140 Scottsdale AZ 85260 | CONTACT NAME: Gracie Milligan PHONE (A/C, No, Ext): (480) 948-8008 FAX (A/C, No): (480) 948-8192 E-MAIL: certificaterrequest@azcalinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : THE HARTFORD INSURER B : Hartford Underwriters Insurance Company INSURER C : INSURER D : INSURER E : INSURER F : |
| INSURED Continental Flooring Company 9319 N 94th Way Ste 1000 Scottsdale AZ 85258 | NAIC # 00914 30104 |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <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 \$ \$ \$ \$ \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | Y | 59WEIY8111 | 09/21/2025 | 09/21/2026 X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 |

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

Waiver of Subrogation applies see attached. "Waiver of Subrogation is included in this policy (form Number WC990301B) attached.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement Dept.

150 W. Congress Street, 5th F

Tucson AZ 85701

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

AUTHORIZED REPRESENTATIVE

Janell Milligan

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 59 WE IY8111

Endorsement Number:

Effective Date: 09/21/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: CONTINENTAL FLOORING COMPANY
9319 N 94TH WAY STE 1000
SCOTTSDALE AZ 85258

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

CHECKLIST AND TRANSMITTAL

Flooring Systems of Arizona, Inc.

Date: 01/06/2025

Project: Job Order Contract: Flooring Services

Bonds

 Performance Bond (in accordance with the terms in the contract)

cc

By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

 Payment Bond (in accordance with the terms in the contract)

cc

By initialing here, our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds. Kindly have resident agent countersign the bonds (other than the "attorney in fact"), as provided for on the bond forms.

Insurance

Certificate of Commercial General Liability Insurance in the amount as stated in the original contract for Prime Contractor.

X

IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for commercial general liability.

Certificate of Comprehensive Automobile Liability Insurance in the amount as stated in the original contract.

X

IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for comprehensive automobile liability.

X

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

N/A

Certificate of Professional Liability Insurance

N/A

Builder's Risk Insurance as stated in the original contract. The policy should list Pima County as a loss payee.

Other Requirements

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

Sabrina Walker, Procurement Department

Phone: (520) 724-9072 | Email: Sabrina.Walker@Pima.gov

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2026

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

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

| | |
|--|---|
| PRODUCER Crest Insurance Group, LLC 5285 E. Williams Circle Suite 4500 Tucson AZ 85711 | CONTACT NAME: Danel McCartin PHONE (A/C, No, Ext): 520-881-5760 E-MAIL ADDRESS: dmccartin@crestins.com FAX (A/C, No): 520-325-3757 |
| INSURED Flooring Systems of Arizona, Inc. 3501 E. Golf Links Road Tucson AZ 85713 | INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: Charter Oak Fire Insurance Company INSURER C: Travelers Property Casualty Company of America INSURER D: Certain Underwriters at Lloyds INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 1901398297**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------------------|-------------------------|-------------------------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | CO7R290676 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | BA7R29085A | 1/1/2026 | 1/1/2027 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ \$1,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | CUP7R291010 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | UB7R291058 | 1/1/2026 | 1/1/2027 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER STATE OF ARIZONA E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B D | Installation Floater Pollution | | | 6307R557639 CPLI01574001 | 1/1/2026 11/14/2025 | 1/1/2027 11/14/2026 | \$60,000 \$2,000,000 |

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

Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) including Products Completed. Coverage is Primary & Non-Contributory (General Liability & Automobile Liability). Waiver of Subrogation (General Liability, Automobile Liability & Workers Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions. Umbrella Liability follows form. A 30 Day Notice of Cancellation applies.
Pima County is named as additional insured per the above and attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement Department
Design & Construction Division
150 W. Congress St., 5th Floor
Tucson AZ 85701

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., 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, 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 a named insured when a written contract or agreement with you, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

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

PROVISIONS

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

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

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such 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 or agreement applies. Such 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 subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) 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:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) 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.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or

- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; 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.

D. BLANKET WAIVER OF SUBROGATION

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

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

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

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

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

PERSON OR

ORGANIZATION:

ANY PERSON OR ORGANIZATION

(CONTINUED ON IL T8 03)

ADDRESS:

THE ADDRESS FOR THAT PERSON OR

(CONTINUED ON IL T8 03)

TUCSON

AZ

85713

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

POLICY NUMBER: UB-7R291058-23-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

CHECKLIST AND TRANSMITTAL

Tucson Commercial Carpet, Inc.

Date: 01/06/2025

Project: Job Order Contract: Flooring Services

Bonds

_____ Performance Bond (in accordance with the terms in the contract)



By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

_____ Payment Bond (in accordance with the terms in the contract)



By initialing here, our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds. Kindly have resident agent countersign the bonds (other than the "attorney in fact"), as provided for on the bond forms.

Insurance

Certificate of Commercial General Liability Insurance in the amount as stated in the original contract for Prime Contractor.

 X

IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for commercial general liability.

Certificate of Comprehensive Automobile Liability Insurance in the amount as stated in the original contract.

 X

IMPORTANT: Certificate shall show Pima County as additional insured and added on policy by endorsement for comprehensive automobile liability.

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

 X

 N/A Certificate of Professional Liability Insurance

 N/A Builder's Risk Insurance as stated in the original contract. The policy should list Pima County as a loss payee.

Other Requirements

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

Sabrina Walker, Procurement Department

Phone: (520) 724-9072 | Email: Sabrina.Walker@Pima.gov



TUCSCOM-02

LGRIMES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2026

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

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

| | | | |
|---|---|----------------|-------------------------------|
| PRODUCER M&O Agencies, Incorporated 2625 W Geronimo Place, Suite 350 Chandler, AZ 85224 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): | (480) 730-4920 | FAX (A/C, No): (480) 730-4929 |
| INSURED Tucson Commercial Carpet Inc PO Box 5216 Tucson, AZ 85703 | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Cincinnati Casualty Company | | 28665 |
| | INSURER B : Cincinnati Indemnity Company | | 23280 |
| | INSURER C : AmTrust Insurance Company | | 15954 |
| | INSURER D : | | |
| INSURER E : | | | |
| INSURER F : | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | EPP 0148238 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | EBA0148238 | 7/1/2025 | 7/1/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | EPP 0148238 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | KWC1423599 | 1/1/2026 | 1/1/2027 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Equipment Floater/In | | | EPP 0148238 | 7/1/2025 | 7/1/2026 | ACV less \$500 Ded. 35,000 |

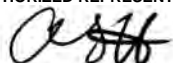
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Any and all Jobs

General Liability Additional Insured ongoing and completed operations, Waiver of Subrogation and Primary & Noncontributory per written contract, per attached. Auto Additional Insured, Waiver of Subrogation and Primary & Noncontributory per written contract, per attached. Worker's Compensation Waiver of Subrogation per written contract, per attached. 30 day notice of cancellation applies, 10 day notice for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Pima County Project Design and Construction 150 W. Congress St, 3rd Floor Tucson, AZ 85701 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|---|
| PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION | ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

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

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

However:

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

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

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

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

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

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

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|--|
| PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION | ANY LOCATION AT WHICH WORK OR OPERATIONS WERE PERFORMED BY YOU OR ON YOUR BEHALF |
| | |
| | |

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

| | |
|---|--|
| Endorsement Effective: 01-12-2026 | Policy Number: EBA 014 82 38 |
| Named Insured: TUCSON COMMERCIAL CARPET INC | |
| Countersigned by: | |

(Authorized Representative)

The person or organization named in the following schedule is an "insured" to the extent of their liability for the conduct of another "insured" as provided in **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**, Paragraph c.

Schedule

Additional Insured

PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION

Address:

**150 W CONGRESS ST
3RD FLOOR
TUCSON, AZ 85701-1317**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;

- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored,

treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat,

smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is

owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

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

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as

damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

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

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or

temporarily occupied by you with permission of the owner.

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.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

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

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.

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.

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 web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
- (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

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

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

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

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

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

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

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

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

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT - (COMPLETED OPERATIONS) - ARIZONA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Construction Agreement (Completed Operations)

- 1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

- a.** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- b.** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured en-

dorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", coverage does not apply to that person or organization.

- 2.** With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusions apply:

This insurance does not apply to

- a.** "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1)** The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2)** Supervisory, inspection, architectural or engineering activities.

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

- b.** "Bodily injury" or "property damage" arising out of "residential" construction.

- B.** The insurance afforded to additional insureds described in Paragraph **A.**:

1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 3. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.
- C. With respect to the insurance afforded to the additional insureds described in Paragraph **A.**, the following is added to **Section III - Limits Of Insurance**:

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

1. Required by the written contract or written agreement described in Paragraph **A.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract or written agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- D. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement described in Paragraph **A.**

- E. Except when **F.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraph **A.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- F. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraph **A.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement described in Paragraph **A.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

Primary And Noncontributory Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraph **A.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement described in Paragraph **A.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

- G. Section IV – Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

- H. Section V – Definitions** is amended to include:

1. "Residential" means:

- a.** A structure used, or intended, in whole or in part, for the purpose of human habitation, and includes, but is not limited to, single-family housing, multi-family housing, tract homes, condominiums, cooperatives, townhomes, townhouses, planned-unit developments and timeshares;
- b.** A structure converted, or being converted, in whole or in part, into condominiums or cooperatives; and

- c.** Common areas and grounds, appurtenant structures and facilities, of the structures described in **H.1.a.** and **b.** above, except a public street, public road, public right of way, or public utility easement located on or near such common areas and grounds.

"Residential" does not include:

- a.** Hospitals, jails or prisons; and
- b.** Provided there is no individual ownership of units and that such was not, in whole or in part, at any time, marketed, sold, occupied or used as single-family housing, multi-family housing, or as a condominium, cooperative, townhouse, townhome or timeshare:
 - (1)** Government housing on military bases;
 - (2)** College/university dormitories;
 - (3)** Apartments;
 - (4)** Long-term care facilities;
 - (5)** Assisted-living facilities;
 - (6)** Nursing homes; and
 - (7)** Hotels or motels.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION - ARIZONA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees or Contractors - Automatic Status for Other Parties When Required in Written Contract or Agreement With You

1. Section II - Who is an Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

2. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the

rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a.** The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b.** Supervisory, inspection, architectural or engineering activities.

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

3. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Automatic Status When Required in Written Permits or Authorizations

1. Section II - Who is an Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

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

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits of Insurance**:

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

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies on an Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all

of the contractors or subcontractors performing work on one or more specific project(s).

Primary and Noncontributory Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

- H. Section IV - Commercial General Liability Conditions, Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):

EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS

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

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

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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 as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | | | | | |
|-----------------------|------------------------------|------------|------------|-----------------|--------|
| Endorsement Effective | 1/1/2026 | Policy No. | KWC1423599 | Endorsement No. | 0 |
| Insured | Tucson Commercial Carpet Inc | | | Premium \$ | 20,788 |
| Insurance Company | AmTrust Insurance Company | | | | |

Countersigned by _____