

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
 ISSUE DATE: Thursday, October 08, 2020

CONTRACT AGREEMENT NO: 212528
 CONTRACT AMENDMENT NUMBER: One (1)
 PAGE 1 of 5
 TG
 SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528 WATER TREATMENT CHEMICALS (POLYMERS AND MISC.) AMENDMENT NO. ONE (1)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): INSURANCE REQUIREMENTS

Pursuant to Contract 212528, Special Terms and Conditions, Section 3, Insurance is hereby replaced with the following language and requirements:

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Products & Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Blanket Contractual Liability	\$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$5,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
VI. Environmental & Hazardous Waste - In addition to I, II, III	
Always check with the City's Risk Manager's Office when to use this.)	
Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

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*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. CLAIMS MADE INSURANCE COVERAGE: If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

E. ADDITIONAL INSURANCE REQUIREMENTS: All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement

G. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

H. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department - Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

I. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

J. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

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*******END OF AMENDMENT*******


ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: THATCHER COMPANY OF ARIZONA, INC.

CITY OF TUCSON: _____

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 12th DAY
OF October, 2020, AT TUCSON, ARIZONA.


Signature of person authorized to sign

Date: 10/12/2020 for  Director of Business Services and not personally

Craig N. Thatcher, President

Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.

Company Name

P. O. Box 27407

Address

craig.thatcher@tchem.com;
wendy.richmond@tchem.com

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Salt Lake City UT 84127-0407

City State Zip

Contact information for Sales/Account Representative
for daily business operations:

Robert Dubel, Account Manager

Name and Title (typed or printed legibly)

(480) 248-4748 mobile

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