



February 6, 2023

*Sent via email, this day*

Dan Maher, AIA Director of Architecture  
GLHN Architects & Engineers, Inc.  
2939 E. Broadway Blvd.  
Tucson AZ 85716  
Email: [dmaher@glhn.com](mailto:dmaher@glhn.com)  
Phone: (520) 881-4546

**Subject: RFQ 222865 – On Call Architect Services – Notice of Intent to Award**

Dear Dan Maher:

Congratulations! It is the City's intent to contract with your firm for the above referenced solicitation.

In addition to your firm, the City is in the process of awarding the above referenced contract to the following firms: BWS Architects, DFDG Architecture, Line and Space, LLC, Lizard Rock Designs, LLC, Poster Mirto McDonald, Swaim Associates Ltd., and WSM, a Division of Shive-Hattery, Inc.

It will be your responsibility to forward to this department, **within ten (10) business days of the date of this letter**, the following items:

- **All Insurance Documents** - as found on pages 26 – 28 of the solicitation (see Attachment A – Insurance Requirements). Please note, **222865** and **On-Call Architect Services must be listed** in the Description of Operations on the Certificate of Insurance.
- **An executed Offer and Acceptance page** (see Attachment B)

Failure to provide all complete and correct paperwork at the above indicated time may result in the rejection of your offer. You are encouraged, therefore, to contact your insurance agents immediately. Special care should be taken in communicating the insurance requirements to your agent, such as types and amounts.

The Notice of Intent to Award is not a contract and does not establish any contractual relationship. The Insurance Requirement provision, as listed in the attachment, is one condition precedent to contract execution. The contract is not deemed to be executed until it is signed by the City's Director of Business Services and approved as to form by the City Attorney.

If you should have any questions regarding the items above, please contact me at (520) 837-4134 or [Cynthia.Thompson@tucsonaz.gov](mailto:Cynthia.Thompson@tucsonaz.gov)

Sincerely,

Cynthia Thompson, NIGP-CPP, CPPB  
Principal Contract Officer

Attachment A: Insurance Requirements  
Attachment B: Offer and Acceptance

Cc: Jessica Goforth, OMNIA Partners

## ATTACHMENT A – Insurance Requirements

**1. INSURANCE: 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 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies 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 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
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Commercial Automobile Liability</b>	
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	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona) *1</b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
<b>IV. Professional Liability – Technology Errors &amp; Omissions - In addition to I, II, III</b>	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

\*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:** 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:** Policies shall 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 Department of 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. , Participating Public Agencies may choose to issue work directly to a subcontractor if allowed by the Consultant(s) and Participating Public Agency.

**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.

**K. SPECIAL CONDITIONS**

1. **THE CITY OF TUCSON & REGIONAL TRANSPORTATION AUTHORITY (RTA) WILL BE ADDED AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY POLICIES.**

2. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the City.

3. Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which the City is exposed.

4. Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The City may require a copy of the professional liability insurance policy to verify coverage.

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby agrees to enter into negotiations with the City to provide the required service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification, contact:

GLHN Architects and Engineers  
Company Name

Name: Dan Maher

2939 E Broadway  
Address

Phone: 520-419-6960

Tucson, AZ 85716  
City State Zip

Fax: \_\_\_\_\_

  
Signature of Person Authorized to Sign

E-mail dmaher@glhn.com

Dan Maher  
Printed Name

Director of Architecture  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. **222865**

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

Awarded:

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
As Director of Business Services and not personally