



December 29, 2022

Christopher J. Fennell
Institute of Building Technology and Safety (IBTS)
45207 Research Place
Ashburn, VA. 20147
cfennell@ibts.org

Re: Contract #222849- On Call Plan Review Services

Dear Mr. Fennell,

Congratulations! The City of Tucson has awarded to your firm the above referenced contract. Enclosed is a copy of the Designation of Contract Representative memorandum, outlining the duties and responsibilities of the representative as they relate to this contract.

If you have any questions concerning this award, please contact me at
Maritza.Felix@tucsonaz.gov

Sincerely,

A handwritten signature in black ink that reads "Maritza Felix". The signature is written in a cursive style.

Maritza Felix
Senior Contract Officer



Maritza Felix
Senior Contract Officer
(520) 837-4107
Maritza.Felix@tucsonaz.gov

NOTICE OF INTENT TO AWARD

November 23, 2022

Christopher J. Fennell
Institute of Building Technology and Safety (IBTS)
45207 Research Place
Ashburn, VA. 20147
cfennell@ibts.org

**Reference: Request for Qualifications No. 222849
On Call Plan Review Services**

Dear Mr. Fennell,

It is the City's intent to contract with your firm for the above referenced solicitation. It shall be your responsibility to forward to this department, within **ten (10)** calendar days of the date of this letter, the insurance requirements noted on the attached pages.

Failure to provide all complete and correct paperwork may result in the rejection of your submittal. You are encouraged, therefore, to contact your insurance agents immediately. Special care should be taken in communicating the insurance requirements to your agent, for example: types, amounts, and **additional insured endorsement**.

This Notice of Intent to Award is not a contract and does not establish any contractual relationship. The provision of those items indicated on the next page is one condition precedent to contract execution. The contract is not deemed to be executed until the City's Director of Business Services Department signs it and approved as to form by the City Attorney.

Should you have any questions regarding this letter, Please call me at 520.837.4107.

Sincerely,

Maritza Felix
Senior Contract Officer



Maritza Felix
Senior Contract Officer
(520) 837-4107
Maritza.Felix@tucsonaz.gov

Insurance Requirements

1. INSURANCE PROVISIONS OVERVIEW

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 (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- 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 Contractor agrees that the insurance hereunder will be primary, and that any insurance carried by the City will be excess and not contributing.

2. Commercial General Liability

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

3. 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: \$1,000,000

4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

*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.



Maritza Felix
Senior Contract Officer
(520) 837-4107
Maritza.Felix@tucsonaz.gov

5. Professional Liability (Errors & Omissions)

Each Claim: \$1,000,000

Annual Aggregate: \$2,000,000

6. 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.

7. ADDITIONAL INSURANCE REQUIREMENTS

All policies shall include, or be endorsed to include the following provisions:

- A. 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.
 - B. 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.
 - C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
-

8. NOTICE OF COVERAGE MODIFICATIONS

Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Business Services Department.

9. 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.

10. 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.



Maritza Felix
Senior Contract Officer
(520) 837-4107
Maritza.Felix@tucsonaz.gov

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.

11. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insured 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.

12. 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.