

Contract #222849-06

On Call Plan Review Services

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1. Letter of Concurrence



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

September 29, 2022

sent via email this day ariker@safebuilt.com

Ainsley Riker
SAFEbuilt, LLC
3707 E. Southern Avenue, Floor 1
Mesa, Arizona 85206

**Subject: RFQ No. 222849- On Call Plan Review Services
Request for Concurrence on Negotiated Rates**

Ms. Riker,

This letter serves as a request for concurrence that the attached fee schedule is agreed upon for the subject solicitation and resulting contract. Specifically, you are asked to provide written confirmation by signing the concurrence line below.

- a. Exhibit A- Fee Schedule (10 pages)

Please submit a written response providing your firm's concurrence at your earliest convenience via email to me at Maritza.Felix@tucsonaz.gov. If you should have any questions, please call me at (520) 837-4107.

CITY OF TUCSON:

Maritza Felix 9/26/2022
Authorized Signature Date

Maritza Felix
Printed Name

SAFEBUILT, LLC:

Gary Amato 09.27.2022
Authorized Signature Date

Gary Amato, CAO
Printed Name

c File 222849

2. Fee Summary

FEE ESTIMATE SUMMARY

PROJECT: On Call Plan Review Services

DATE 9/9/2022

PREPARED BY: Ainsley Ware

CONTRACT NUMBER 222849

EFFECTIVE DATE: _____

PRIME CONTRACTOR SAFEbuilt

CONTRACT TIME: _____

CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A	B	C	D	Tucson, AZ Discounted Rate
			Direct Labor Rate	Overhead 207.49 %	Profit 10 %	Billing Rate	
1	SAFEbuilt	Prof Level 2 - Plans Examiner* <small>*Hourly rates only applicable as described on page 4.</small>	\$33.74	\$70.01	\$10.37	\$114.12	\$105.00*
2	SAFEbuilt	Prof Level 2 - Senior Planner	\$53.02	\$110.01	\$16.30	\$179.33	\$165.00
3	SAFEbuilt	Prof Level 2 - Project Planner 2	\$48.20	\$100.01	\$14.82	\$163.03	\$150.00
4	SAFEbuilt	Prof Level 2 - Project Planner 1	\$40.17	\$83.35	\$12.35	\$135.87	\$125.00

Formulas

(A) Direct Labor Rate

(B) Overhead @ 207.49 % X (A)

(C) Profit @ 10 % X (A + B)

(D) Billing Rate (A+B+C)

*Additional Services Rates and Valuation tables attached (see pages 4-12)

SAFEbuilt, LLC Pricing

Participating agencies may contract with SAFEbuilt using the pricing below and receive other SAFEbuilt discounts and value-added solutions on a comprehensive program unique to their needs and requirements from the nation’s leading provider of government building department services. Please note, due the uniqueness of each agency’s needs, participants must work with their local SAFEbuilt teams to determine the appropriate SAFEbuilt building services.

1. Plan Review Services

SAFEbuilt has local and centralized plan review offices that provide a complete range of plan review services customized to your codes and regulations for both residential and commercial structures. On-site Plan Review services available based upon volume.

Remote Plan Review Service Fee Schedule:		
Residential Plan Review Services <ul style="list-style-type: none"> Initial plan review Up-to two (2) re-reviews 	‘Remote Plan Review Services’ fee schedule below	From central location with a 5-business day turnaround service level.
Commercial Plan Review Services <ul style="list-style-type: none"> Initial plan review Up-to two (2) re-reviews 	‘Remote Plan Review Services’ fee schedule below	From central location with a 10-business day turnaround service level.
Additional Plan Review – Residential & Commercial <ul style="list-style-type: none"> After two (2) re-reviews Revisions to previously reviewed plans 	\$105.00 per hour*	1 hour minimum per day
Expedited Plan Review Services	1.5x ‘Remote Plan Review Services’ fee schedule	
Licensed Engineering Plan Review	\$135.00 per hour*	2 hours minimum per day
Review of changes to approved plans	\$105.00 per hour*	1 hour minimum per day
Each party will pay one-way shipping costs – agency pays to ship plans to SAFEbuilt, SAFEbuilt pays to ship plans to agency. Residential is for single and multi-family housing and for repetitive plan review of common models we provide a discount.		

Total Valuation	Fee
< \$15,000	\$105 per hour minimum
\$15,001 to \$25,000	\$122.55 for the first \$15,000 plus \$6.83 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$190.73 for the first \$25,000 plus \$4.92 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$313.83 for the first \$50,000 plus \$3.41 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$484.45 for the first \$100,000 plus \$2.73 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,576.45 for the first \$500,000 plus \$2.32 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$2,734.27 for the first \$1,000,000 plus \$1.54 for each additional \$1,000, or fraction thereof

1. Total Valuation based upon actual cost of construction OR the latest International Code Council Building Valuation Data table, whichever is higher.

2. Inspection Services

SAFEbuilt provides a complete range of inspection services for commercial, industrial and residential projects to help you consistently meet codes and ordinances, zoning regulations and contract specifications with next-day inspections (for requests received by 4pm local time the day before) and the ability to arrange same-day inspections.

As-Requested Inspection Service Fee Schedule:		
Inspection Services – All Trades	<ul style="list-style-type: none"> • \$100.00 per hour – Residential* • \$105.00 per hour – Commercial* • \$105.00 per hour – Fire* 	Minimum of 4 hours per day.
After Hours/Emergency Inspection Services	<ul style="list-style-type: none"> • \$125.00 per hour – Residential* • \$150.00 per hour – Commercial* • \$150.00 per hour – Fire* 	Minimum of 2 hours per day.
Re-Inspection Fee	<ul style="list-style-type: none"> • \$100.00 per hour – Residential* • \$105.00 per hour - Commercial* • \$105.00 per hour – Fire* 	Minimum of 2 hours per day.
SAFEbuilt must have a local presence. Time tracked will start when SAFEbuilt’s consultant checks in at Municipality or first site. For full-day and multiple days we provide a discount.		

3. Planning Services

SAFEbuilt provides a complete range of planning services to help with short- and long-term community planning needs. For more than 20 years, SAFEbuilt has provided comprehensive and affordable planning and zoning services to municipalities across the country.

Additional Services Fee Schedule:	
Planning Manager	• \$180.00 per hour
Principal Planner	• \$165.00 per hour
Senior Planner	• \$150.00 per hour
Associate Planner	• \$125.00 per hour
Assistant Planner	• \$90.00 per hour
Planning Technician	• \$75.00 per hour

4. Additional Services

SAFEbuilt provides a complete range of additional services to help support the needs of any growing community. These services include, but are not limited to Building Official, Permit Tech, and Landscape Review services.

Additional Services Fee Schedule:	
In-person Building Official	• \$120.00 per hour
Remote Building Official	• \$110.00 per hour
Permit Technician/Admin Services	• \$65.00 per hour
Senior Permit Technician Services	• \$75.00 per hour
Remote Landscape Review Services	• \$125.00 per hour

***Location Fee Adjustment Factor**

For all per hour fees there is location adjustment factor to reflect that locations specific costs to serve applied to each location per the table below. As an example, if the commercial inspection hourly work is in Houston, TX there is an adjustment factor of 1.11 so the \$100.00 per hour fee is adjusted to \$111.00 per hour. If the agency location is not identified below contact the SAFEbuilt team to determine the appropriate location fee adjustment factor. Note: We offer remote services, such as plan review, nationwide. Please contact SAFEbuilt directly to check if other services are offered in your area.

State	MSA	Modifier
AK	Anchorage, AK	1.50
AL	Birmingham-Hoover, AL	1.05
AL	Daphne-Fairhope-Foley, AL	0.91
AL	Decatur, AL	0.89
AL	Huntsville, AL	0.95
AL	Mobile, AL	0.90
AL	Montgomery, AL	0.79
AL	Tuscaloosa, AL	0.87
AR	Fayetteville-Springdale-Rogers, AR-MO	0.76
AR	Fort Smith, AR-OK	0.81
AR	Little Rock-North Little Rock-Conway, AR	0.81
AZ	Flagstaff, AZ	0.84
AZ	Lake Havasu City-Kingman, AZ	0.84
AZ	Phoenix-Mesa-Scottsdale, AZ	1.05
AZ	Prescott, AZ	0.91
AZ	Sierra Vista-Douglas, AZ	0.89
AZ	Tucson, AZ	0.92
AZ	Yuma, AZ	0.82
CA	Anaheim-Santa Ana-Irvine, CA Metropolitan Division	1.52
CA	Bakersfield, CA	1.33
CA	Chico, CA	1.57
CA	El Centro, CA	1.05
CA	Fresno, CA	1.05
CA	Los Angeles-Long Beach-Glendale, CA Metropolitan Division	1.45
CA	Madera, CA	1.52
CA	Merced, CA	1.26
CA	Modesto, CA	1.41
CA	Napa, CA	1.36
CA	Oakland-Hayward-Berkeley, CA Metropolitan Division	1.71
CA	Oxnard-Thousand Oaks-Ventura, CA	1.31
CA	Riverside-San Bernardino-Ontario, CA	1.51
CA	Sacramento--Roseville--Arden-Arcade, CA	1.45
CA	Salinas, CA	0.92
CA	San Diego-Carlsbad, CA	1.34
CA	San Francisco-Redwood City-South San Francisco, CA Metropolitan Division	1.81
CA	San Jose-Sunnyvale-Santa Clara, CA	1.55
CA	San Luis Obispo-Paso Robles-Arroyo Grande, CA	1.08
CA	San Rafael, CA Metropolitan Division	1.72
CA	Santa Cruz-Watsonville, CA	1.48
CA	Santa Maria-Santa Barbara, CA	1.45
CA	Santa Rosa, CA	1.80

CA	Stockton-Lodi, CA	1.21
CA	Vallejo-Fairfield, CA	1.41
CA	Visalia-Porterville, CA	1.24
CA	Yuba City, CA	1.18
CO	Boulder, CO	1.05
CO	Colorado Springs, CO	1.10
CO	Denver-Aurora-Lakewood, CO	1.08
CO	Fort Collins, CO	1.16
CO	Grand Junction, CO	0.84
CO	Greeley, CO	1.30
CO	Pueblo, CO	0.94
CT	Bridgeport-Stamford-Norwalk, CT	1.20
CT	Danbury, CT	1.03
CT	Hartford-West Hartford-East Hartford, CT	1.26
CT	New Haven, CT	1.30
CT	Norwich-New London-Westerly, CT-RI	0.97
DC	Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Division	1.14
DE	Dover, DE	0.86
DE	Wilmington, DE-MD-NJ Metropolitan Division	1.03
FL	Cape Coral-Fort Myers, FL	0.99
FL	Crestview-Fort Walton Beach-Destin, FL	1.12
FL	Deltona-Daytona Beach-Ormond Beach, FL	0.83
FL	Fort Lauderdale-Pompano Beach-Deerfield Beach, FL Metropolitan Division	1.17
FL	Gainesville, FL	1.00
FL	Homosassa Springs, FL	1.04
FL	Jacksonville, FL	0.92
FL	Lakeland-Winter Haven, FL	1.01
FL	Miami-Miami Beach-Kendall, FL Metropolitan Division	1.11
FL	Naples-Immokalee-Marco Island, FL	1.00
FL	North Port-Sarasota-Bradenton, FL	0.82
FL	Ocala, FL	0.93
FL	Orlando-Kissimmee-Sanford, FL	0.94
FL	Palm Bay-Melbourne-Titusville, FL	0.80
FL	Panama City, FL	1.01
FL	Pensacola-Ferry Pass-Brent, FL	0.74
FL	Port St. Lucie, FL	0.96
FL	Punta Gorda, FL	0.88
FL	Sebastian-Vero Beach, FL	0.97
FL	Tallahassee, FL	0.93
FL	Tampa-St. Petersburg-Clearwater, FL	0.89
FL	West Palm Beach-Boca Raton-Delray Beach, FL Metropolitan Division	1.17
GA	Atlanta-Sandy Springs-Roswell, GA	0.90
GA	Augusta-Richmond County, GA-SC	0.86
GA	Savannah, GA	0.82
HI	Urban Honolulu, HI	1.15
IA	Ames, IA	1.17
IA	Cedar Rapids, IA	1.08
IA	Davenport-Moline-Rock Island, IA-IL	1.11

IA	Des Moines-West Des Moines, IA	1.15
IA	Dubuque, IA	1.01
IA	Iowa City, IA	1.14
IA	Sioux City, IA-NE-SD	0.99
ID	Boise City, ID	0.96
ID	Coeur d'Alene, ID	0.88
IL	Champaign-Urbana, IL	1.22
IL	Chicago-Naperville-Arlington Heights, IL Metropolitan Division	1.13
IL	Elgin, IL Metropolitan Division	1.24
IL	Kankakee, IL	0.81
IL	Lake County-Kenosha County, IL-WI Metropolitan Division	1.06
IL	Peoria, IL	0.86
IL	Rockford, IL	1.04
IN	Bloomington, IN	0.86
IN	Evansville, IN-KY	0.82
IN	Fort Wayne, IN	0.87
IN	Gary, IN Metropolitan Division	0.82
IN	Indianapolis-Carmel-Anderson, IN	0.78
IN	South Bend-Mishawaka, IN-MI	0.95
KS	Topeka, KS	0.88
KS	Wichita, KS	0.94
KY	Lexington-Fayette, KY	0.87
KY	Louisville/Jefferson County, KY-IN	0.96
LA	Baton Rouge, LA	1.06
LA	Lake Charles, LA	1.14
LA	New Orleans-Metairie, LA	0.97
LA	Shreveport-Bossier City, LA	0.83
MA	Barnstable Town, MA	1.07
MA	Boston-Cambridge-Newton, MA NECTA Division	1.23
MA	Brockton-Bridgewater-Easton, MA NECTA Division	1.28
MA	Framingham, MA NECTA Division	1.06
MA	Haverhill-Newburyport-Amesbury Town, MA-NH NECTA Division	1.01
MA	Lawrence-Methuen Town-Salem, MA-NH NECTA Division	1.11
MA	Leominster-Gardner, MA	1.02
MA	Lowell-Billerica-Chelmsford, MA-NH NECTA Division	1.13
MA	New Bedford, MA	1.06
MA	Peabody-Salem-Beverly, MA NECTA Division	1.01
MA	Springfield, MA-CT	1.14
MA	Taunton-Middleborough-Norton, MA NECTA Division	0.99
MA	Worcester, MA-CT	0.95
MD	Baltimore-Columbia-Towson, MD	0.96
MD	Hagerstown-Martinsburg, MD-WV	0.82
MD	Salisbury, MD-DE	0.83
MD	Silver Spring-Frederick-Rockville, MD Metropolitan Division	1.05
ME	Bangor, ME	0.88
ME	Lewiston-Auburn, ME	0.70
ME	Portland-South Portland, ME	0.94
MI	Ann Arbor, MI	1.13

MI	Battle Creek, MI	0.98
MI	Bay City, MI	0.53
MI	Detroit-Dearborn-Livonia, MI Metropolitan Division	0.98
MI	Flint, MI	0.90
MI	Grand Rapids-Wyoming, MI	0.90
MI	Jackson, MI	0.91
MI	Kalamazoo-Portage, MI	0.92
MI	Lansing-East Lansing, MI	1.05
MI	Monroe, MI	0.83
MI	Muskegon, MI	0.89
MI	Saginaw, MI	1.18
MI	Warren-Troy-Farmington Hills, MI Metropolitan Division	0.96
MN	Duluth, MN-WI	1.14
MN	Minneapolis-St. Paul-Bloomington, MN-WI	1.23
MO	Columbia, MO	0.80
MO	Jefferson City, MO	0.87
MO	Joplin, MO	0.72
MO	Kansas City, MO-KS	0.95
MO	Springfield, MO	0.81
MO	St. Louis, MO-IL	0.91
MS	Gulfport-Biloxi-Pascagoula, MS	0.86
MS	Jackson, MS	0.89
MT	Billings, MT	0.89
NC	Asheville, NC	0.83
NC	Charlotte-Concord-Gastonia, NC-SC	0.95
NC	Durham-Chapel Hill, NC	0.83
NC	Fayetteville, NC	0.97
NC	Greensboro-High Point, NC	0.88
NC	Greenville, NC	1.04
NC	Hickory-Lenoir-Morganton, NC	0.82
NC	Jacksonville, NC	0.91
NC	New Bern, NC	0.75
NC	Raleigh, NC	0.94
NC	Wilmington, NC	0.93
NC	Winston-Salem, NC	0.76
ND	Bismarck, ND	0.93
ND	Fargo, ND-MN	0.79
NE	Lincoln, NE	0.93
NE	Omaha-Council Bluffs, NE-IA	0.91
NH	Dover-Durham, NH-ME	0.78
NH	Manchester, NH	0.99
NH	Nashua, NH-MA NECTA Division	0.95
NH	Portsmouth, NH-ME	1.14
NJ	Atlantic City-Hammonton, NJ	1.14
NJ	Camden, NJ Metropolitan Division	1.11
NJ	Newark, NJ-PA Metropolitan Division	1.13
NJ	Ocean City, NJ	1.01
NJ	Trenton, NJ	1.23

NJ	Vineland-Bridgeton, NJ	1.03
NM	Albuquerque, NM	0.94
NM	Las Cruces, NM	0.91
NM	Santa Fe, NM	0.93
NV	Las Vegas-Henderson-Paradise, NV	1.28
NV	Reno, NV	1.27
NY	Albany-Schenectady-Troy, NY	1.06
NY	Binghamton, NY	0.91
NY	Buffalo-Cheektowaga-Niagara Falls, NY	1.05
NY	Dutchess County-Putnam County, NY Metropolitan Division	1.01
NY	Glens Falls, NY	0.86
NY	Ithaca, NY	0.91
NY	Kingston, NY	0.88
NY	Nassau County-Suffolk County, NY Metropolitan Division	1.20
NY	New York-Jersey City-White Plains, NY-NJ Metropolitan Division	1.23
NY	Rochester, NY	0.95
NY	Syracuse, NY	0.96
NY	Utica-Rome, NY	0.83
NY	Watertown-Fort Drum, NY	0.87
OH	Akron, OH	0.95
OH	Canton-Massillon, OH	0.89
OH	Cincinnati, OH-KY-IN	0.94
OH	Cleveland-Elyria, OH	0.88
OH	Columbus, OH	1.03
OH	Dayton, OH	0.98
OH	Toledo, OH	1.00
OH	Youngstown-Warren-Boardman, OH-PA	0.91
OK	Lawton, OK	0.78
OK	Oklahoma City, OK	1.02
OK	Tulsa, OK	0.72
OR	Albany, OR	0.82
OR	Bend-Redmond, OR	1.17
OR	Eugene, OR	1.05
OR	Medford, OR	1.08
OR	Portland-Vancouver-Hillsboro, OR-WA	1.26
OR	Salem, OR	1.30
PA	Allentown-Bethlehem-Easton, PA-NJ	0.90
PA	Altoona, PA	0.93
PA	Erie, PA	0.81
PA	Harrisburg-Carlisle, PA	0.95
PA	Johnstown, PA	0.93
PA	Lancaster, PA	1.17
PA	Montgomery County-Bucks County-Chester County, PA Metropolitan Division	1.05
PA	Philadelphia, PA Metropolitan Division	1.03
PA	Pittsburgh, PA	0.90
PA	Reading, PA	0.92
PA	Scranton--Wilkes-Barre--Hazleton, PA	0.78
PA	State College, PA	1.03

PA	Williamsport, PA	0.83
PA	York-Hanover, PA	1.00
PR	Ponce, PR	0.32
PR	San Juan-Carolina-Caguas, PR	0.53
RI	Providence-Warwick, RI-MA	1.13
SC	Charleston-North Charleston, SC	0.94
SC	Columbia, SC	0.93
SC	Greenville-Anderson-Mauldin, SC	0.77
SC	Hilton Head Island-Bluffton-Beaufort, SC	0.79
SC	Myrtle Beach-Conway-North Myrtle Beach, SC-NC	0.83
SC	Spartanburg, SC	0.86
SD	Sioux Falls, SD	0.92
TN	Chattanooga, TN-GA	0.73
TN	Clarksville, TN-KY	0.92
TN	Jackson, TN	0.73
TN	Kingsport-Bristol-Bristol, TN-VA	0.94
TN	Knoxville, TN	0.91
TN	Memphis, TN-MS-AR	0.82
TN	Nashville-Davidson--Murfreesboro--Franklin, TN	0.80
TX	Abilene, TX	1.01
TX	Amarillo, TX	0.89
TX	Austin-Round Rock, TX	0.96
TX	Beaumont-Port Arthur, TX	1.05
TX	Brownsville-Harlingen, TX	0.78
TX	Corpus Christi, TX	1.07
TX	Dallas-Plano-Irving, TX Metropolitan Division	0.93
TX	El Paso, TX	0.86
TX	Fort Worth-Arlington, TX Metropolitan Division	0.99
TX	Houston-The Woodlands-Sugar Land, TX	1.11
TX	Killeen-Temple, TX	0.84
TX	Laredo, TX	0.66
TX	Longview, TX	0.90
TX	Lubbock, TX	0.94
TX	McAllen-Edinburg-Mission, TX	0.72
TX	Odessa, TX	1.03
TX	San Antonio-New Braunfels, TX	0.89
TX	Sherman-Denison, TX	0.82
TX	Texarkana, TX-AR	0.80
TX	Tyler, TX	1.02
TX	Waco, TX	0.76
TX	Wichita Falls, TX	1.04
UT	Ogden-Clearfield, UT	0.95
UT	Provo-Orem, UT	0.95
UT	Salt Lake City, UT	0.93
VA	Blacksburg-Christiansburg-Radford, VA	0.97
VA	Charlottesville, VA	0.90
VA	Lynchburg, VA	0.89
VA	Richmond, VA	0.96

VA	Roanoke, VA	0.81
VA	Staunton-Waynesboro, VA	0.86
VA	Virginia Beach-Norfolk-Newport News, VA-NC	0.89
VT	Burlington-South Burlington, VT	0.84
WA	Bellingham, WA	1.15
WA	Bremerton-Silverdale, WA	1.17
WA	Kennewick-Richland, WA	1.22
WA	Mount Vernon-Anacortes, WA	1.61
WA	Olympia-Tumwater, WA	1.25
WA	Seattle-Bellevue-Everett, WA Metropolitan Division	1.34
WA	Spokane-Spokane Valley, WA	1.01
WA	Tacoma-Lakewood, WA Metropolitan Division	1.32
WA	Wenatchee, WA	1.04
WA	Yakima, WA	0.97
WI	Fond du Lac, WI	0.87
WI	Green Bay, WI	1.03
WI	Madison, WI	1.07
WI	Milwaukee-Waukesha-West Allis, WI	1.01
WI	Oshkosh-Neenah, WI	0.99
WI	Racine, WI	1.01
WV	Charleston, WV	0.79
WV	Huntington-Ashland, WV-KY-OH	0.96
WV	Morgantown, WV	0.74
WV	Wheeling, WV-OH	0.81
WY	Casper, WY	0.75
WY	Cheyenne, WY	0.84

3. SAFEbuilt's response to Intent to Negotiate

[EXTERNAL] RE: City of Tucson, RFQ# 222849- On Call Plan Review Services- ITN

Ainsley Ware (Riker) <aware@safebuilt.com>

Fri 9/9/2022 3:06 PM

To: Maritza Felix <Maritza.Felix@tucsonaz.gov>

Cc: Juan Garcia <Juan.Garcia@tucsonaz.gov>; Dan Longanecker <Dan.Longanecker@tucsonaz.gov>; Jessica Goforth <Jessica.Goforth@omniapartners.com>; Clay Frye <clay@mtcinspectors.com>; Steve Nero <snero@safebuilt.com>

Hello Maritza,

Attached is our ITN for the solicitation. Please don't hesitate to reach out to me if you have any questions. I attached our plan review valuation table as well as pricing for our other services. Happy to modify or discuss as needed.

Thanks so much and have a great weekend!

Ainsley Ware

Account Manager – Key Accounts

970.699.0418 | aware@safebuilt.com



CORE VALUES: Integrity – Respect – Improvement – Service – Teamwork

From: Maritza Felix <Maritza.Felix@tucsonaz.gov>

Sent: Thursday, August 25, 2022 12:31 PM

To: Ainsley Ware (Riker) <aware@safebuilt.com>

Cc: Juan Garcia <Juan.Garcia@tucsonaz.gov>; Dan Longanecker <Dan.Longanecker@tucsonaz.gov>; Jessica Goforth <Jessica.Goforth@omniapartners.com>

Subject: City of Tucson, RFQ# 222849- On Call Plan Review Services- ITN

Hello,

Attached is the Notice of Intent to Negotiate for the above referenced solicitation. Please let me know if you have any questions or concerns.

Thank you & Congratulations!

Maritza Felix

Senior Contract Officer

Business Services Department

Shared Services- Procurement

Public Works Satellite

Telephone: 520-837-4107

www.tucsonprocurement.com

4. City of Tucson's Request for Intent to Negotiate



Ainsley Riker
SAFEbuilt, LLC
3707 E. Southern Avenue, Floor 1
Mesa, AZ. 85206
ariker@safebuilt.com

**SUBJECT: Intent to Negotiate RFQ NO. 222849
On Call Plan Review Services**

Dear Ms. Riker:

Congratulations! Your firm has been selected as the top-scoring firm to provide **On Call Plan Review Services**. Therefore, the City is pleased to invite your firm to enter into negotiations for the subject contract. All terms and conditions in the solicitation will become the terms and conditions of the contract.

Please submit proposed hourly rates for your firm and all sub-consultants via email to Maritza.Felix@tucsonaz.gov by **September 9, 2022**.

In order to help the City effectively categorize and monitor consultant rates, fee summaries shall be completed using only those Discipline Categories listed on the enclosed sheets. We have also listed common titles that would fall into a particular discipline to help you complete the summary.

All proposed overhead percentages must be substantiated by an audit statement prepared in accordance with the Federal Acquisition Regulations Part 31, or an approved overhead rate from the Arizona Department of Transportation. Should your firm or any subcontractors not have the required audits, you may submit a financial statement with the required components of overhead for the City's review.

Please feel free to contact me if you have any questions, my email address is Maritza.Felix@tucsonaz.gov

Sincerely,

Maritza Felix
Senior Contract Officer

c. File

FEE ESTIMATE SUMMARY

PROJECT: On Call Plan Review Services DATE _____

PREPARED BY: _____ CONTRACT NUMBER 222849

EFFECTIVE DATE: _____ PRIME CONTRACTOR _____

CONTRACT TIME: _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead _____%	Profit _____%	Billing Rate
1						
2						
3						
4						

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

(C) Profit @ _____ % X (A + B)

(D) Billing Rate (A+B+C)

Use only the discipline categories listed here when completing the fee summaries for prime and subconsultants.

Discipline Category	Common Titles
Principal	Principal Architect, Principal Engineer, President, Vice President, Managing Principal, Principal In Charge, Specialized Consultant
Project Manager	Project Principal, Principal Project Manager, Project Manager, Senior Project Manager, Project Director, Sr. Project Director, Project Administrator, Account Manager, Office Manager
Senior A/E	Project Architect, Project Engineer, Sr. Project Engineer/Architect, Sr. Engineer/Architect, Project Landscape Architect
A/E	Architect, Engineer, Engineering Consultant, Staff Engineer, Registered Land Surveyor, Landscape Architect, Field Engineer
Designer	Senior Designer, Engineering Designer, Design Engineer, Landscape Designer, Design Tech
CADD	CADD Designer, CADD Technician, CAD Operator, AutoCAD, Drafter, Senior Drafter, Junior Drafter, Draftsperson, Drafting Technician
Prof Level IV	Principal Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Principal Planner, Principal Scientist
Prof Level III	Senior Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Survey Manager, Survey Chief, Environmental Specialist, Estimator, Senior Planner, Accountant II
Prof Level II	Scientist I (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Planner, Survey Supervisor, Field Supervisor, Inspector, GPS, GIS, Engineering Aide, Accountant I, Project Coordinator
Prof Level I	Field Tech, Field Staff, Lab Tech, Intern, Project Assistant
Clerical/Admin	Clerical Staff, Word Processor, Administrator, Administrative Assistant, Support Staff
Survey Crew- 3 Man	
Survey Crew- 2 Man	

5. SAFEbuilt's Response to RFQ# 222849



RFQ #222849

On-Call Plan Review Services

ELECTRONIC

Tucson, AZ

May 23, 2022 | 2:00 PM MT

Ms. Ainsley Riker

Account Manager
970.699.0418
ariker@safebuilt.com

Mr. Clay Frye

Director of Plan Review Services
786.650.4467
clay@mtcinspectors.com

SAFEbuilt Arizona, LLC #0003530230

SAFE**built**✓

May 23, 2022

Maritza Felix, Senior Contract Officer
City of Tucson, Business Services Department
255 W. Alameda, 6th Floor
Tucson, AZ 857001



Dear Ms. Felix,

SAFEbuilt, LLC (SAFEbuilt) is pleased to present our qualifications in response to the Request for Qualifications No. 222849 for On-Call Plan Review Services to the City of Tucson (COT). SAFEbuilt provides efficient and effective solutions with proven methods that deliver high customer satisfaction at a reasonable cost.

To provide your community with quality services, it is essential to choose a company with demonstrated abilities, capable of fully managing Building Services. Our long-term experience with many communities nationwide provides SAFEbuilt a thorough working knowledge of the requirements and expectations of the COT's construction projects. Throughout our response we provide examples of our work, each similar in size, scope and complexity of this contract.

SAFEbuilt has the capacity to customize services to meet your needs. Your service will derive from multiple offices throughout the US. We ensure your program will be implemented seamlessly, delivering the solutions your community needs in a manner that elected officials, city staff, stakeholders and citizens desire and deserve. SAFEbuilt recognizes that different communities have different needs and objectives. Our efforts will address these specific goals and challenges to help you sustain a thriving City.

While our exceptional experience and services are presented in the proposal, listed below are reasons why SAFEbuilt is ideally suited to provide On-Call Plan Review Services to the COT.

Unparalleled Building Safety and Code Consulting Expertise

- ✓ Proven turnkey building safety track record to more than 1,000 agencies nationally
- ✓ Municipal management and staff augmentation expertise

Depth of Resources and Proximity to Meet Peak Workloads

- ✓ 61 offices throughout the United States
- ✓ Registered engineers and ICC certified staff dedicated to code compliance

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- ✓ SAFEbuilt Academy – Training program with licensed and certified professional educators
- ✓ Comprehensive and formalized plan review procedure
- ✓ Award-winning web-based project tracking and controls (CommunityCore)
- ✓ Electronic plan review to save time, money, and paper – a GREEN solution

Strong Municipal Focus

- ✓ Provide building, fire, and civil engineering personnel to more than 75 cities

Our proposal details our services, qualifications and quality assurance plan for delivering outstanding On-Call Plan Review Services to support the COT. We enthusiastically present this SOQ for your review and evaluation. Thank you for taking the time to assess our capabilities. If you have any questions, please contact Ainsley Riker, Account Manager at 970.699.0418 or ariker@safebuilt.com.

Best Regards,

Chris Giordano, Chief Executive Officer
SAFEbuilt, LLC



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Statement of Qualification

TECHNICAL MANAGEMENT AND QUALITY CONTROL

As with any company that provides third-party service personnel to their clients, SAFEbuilt thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 30+ years of industry experience, we are very familiar with each position's requirements within the different building services disciplines. We look for candidates who have a well-rounded background in the building services and construction industries and exhibit a passion for the work and a drive to get the job done correctly and on schedule. We actively pursue self-motivated candidates who are personable and who can easily integrate into any team setting.

SAFEbuilt recognizes that our quality personnel are our greatest asset and distinguishes us from other building department services companies. Along with recognizing service excellence with monetary compensation and other rewards, we invest heavily in the training, certification, and licensure of our personnel, which increases employee satisfaction and tenure with our company. SAFEbuilt's leadership philosophy includes believing that a properly structured recruitment and training program makes good employees even better and provides the momentum to drive them to excel.

SAFEbuilt believes that maintaining frequent and consistent check-ins between the account management and operations teams and our clients is key to the early identification of performance risks and contributes to contract success. Your account management team will reach out to the State to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

Your SAFEbuilt Account Team



Ainsley Riker

Account Manager
970.699.0418
ariker@safebuilt.com



Clay Frye

Director of Plan Review Services
786.650.4467
clay@mtcinspectors.com



1. EXPERIENCE AND QUALIFICATIONS OF TEAM

As with any company that provides third-party service personnel to their clients, SAFEbuilt thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 30+ years of industry experience, we are very familiar with each position's requirements within the different building services disciplines. We look for candidates who have a well-rounded background in the building services and construction industries and exhibit a passion for the work and a drive to get the job done correctly and on schedule. We actively pursue self-motivated candidates who are personable and who can easily integrate into any team setting.

Over the decades, our capacity has grown to nearly 1,300 full-time employees, providing flexibility and economy of scale to over 1500 communities such as the City of Tempe. SAFEbuilt has 11 Master Code Professionals (MCP), the highest level of designation the International Code Council (ICC) offers. Only 900 individuals worldwide have earned this level designation of technical and management aspects of code enforcement. It is considered the "gold standard" for demonstrating proficiency in the building code profession.

Prior to contract start, all team members will review and be fully knowledgeable with the current City of Tucson Construction Codes, including Building, Plumbing, Mechanical, Electrical, Energy, and Fire codes.

SAFEbuilt's proposed team for the City of Tucson includes the following.

Team	Role
Clay Frye	Project Manager and Director of Plan Review Services
Andrew Bevis, MCP	Lead Plans Examiner
Daljit Benipal, SE	Plans Examiner and Structural Engineer
Darron Ray, MCP	Plumbing Plans Examiner
Jacob Doub, MCP	Combination Plans Examiner
Janet Matz, MCP	Building, Energy, Accessibility Plans Examiner
Keith Miller	Building Plans Examiner
Neil Samann	Mechanical Plans Examiner
Perry Hendershott	Plumbing and Mechanical Plans Examiner
Robert Mathis	Fire Plans Examiner
Ronald Ross, PE, LEED AP, BD+C	Electrical Plans Examiner and Engineer
Thomas Scott Davis, MCP	Combination Plans Examiner
Steve O'Neal	Building, Mechanical, Plumbing Plans Examiner
Timothy Payne	Building and Mechanical Plans Examiner
DeWayne Hall	Fire Plans Examiner
Steve Titcombe, CFI 2, CFPE, FOII, FI1, AEMTC/IC	Fire Plans Examiner
Tommy McCullers	Fire Plans Examiner





The **Master Code Professional (MCP™)** is the highest level of designation the International Code Council (ICC) offers. The ICC has certified thousands of individuals, but only a small select number have attained this high achievement level. Andrew Bevis, Darron Ray, Jacob Doub, Janet Matz, and Thomas Scott Davis have achieved MCP certification status.

RESUMES

We have also enclosed detailed resumes of each our team members for your review and consideration in the following pages.



CLAY FRYE

**Plan Review
Coordinator &
Project Manager**

EDUCATION

University of Florida

Studies in Landscape Architecture

**YEARS OF SERVICE
WITH THE FIRM**

6 Years

Clay has over sixteen years of experience in the customer service industry and is able to establish an effective working environment with the general public. He has extensive experience in construction permit and plans expediting, as well as plan coordination and inspection scheduling. He demonstrates a consistent track record of successfully employing best business practices while improving efficiency and productivity.

- **Plan Review Director** MTCI, a SAFEbuilt Company; Coral Gables, FL | 2016 – Present

Started with MTCI performing plan intake. Assigned to increasingly responsible roles, including Plan Review Manager, and then Plan Review Director.

- Established a process for monitoring and tracking more than 400 plan reviews per month
- Created and monitored Plan Review KPI's which results in decreased turnaround times for commercial plan reviews
- Responsible for coordination of plans, inspections, phone calls, complaints, and contractor license verification
- Communicate both verbally and in written format with the public, contractors, and municipal staff
- Assists the public at the service counter, providing technical office support duties related to the processing and issuance of building permits
- Processing and issuing of building, electrical, plumbing, mechanical, grading, and other related permits. Calculating fees based on established fee schedules, and monitor approval of plans by other regulatory agencies
- **Owner** Frye Farms | 2006 – 2016
Frye Farms grew and sold plants native to Florida to new construction homes.

SAFEbuilt[✓]

SAFEbuilt[✓]

MAKING A DIFFERENCE WHERE YOU NEED US

ANDREW BEVIS, MCP

Lead Plan Reviewer

EDUCATION

Southern Illinois University

Bachelor of Science in
Architectural Studies

ICC CERTIFICATIONS

Master Code Professional

Accessibility Inspector/Plans Examiner
Building Code Specialist
Building Inspector
Building Plans Examiner
Certified Building Official
Combination Inspector
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Fire Sprinkler Inspector
Commercial Fire Sprinkler Plans Examiner
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Fire Inspector I
Fire Plans Examiner
ICC / AACE Property Maintenance and Housing Inspector
Mechanical Code Specialist
Mechanical Inspector
Mechanical Plans Examiner
Plumbing Code Specialist
Plumbing Inspector
Plumbing Plans Examiner
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Fire Sprinkler Inspector/Plans Examiner
Residential Mechanical Inspector
Residential Plans Examiner
Residential Plumbing Inspector

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 2016 – Present
 - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical). Identify and address areas of plan non-compliance.
 - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
 - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
 - Establish and implement building department and company policies and procedures in conjunction with Building Official.
 - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
 - Perform periodic site visits to review on-going projects (commercial and residential) to validate reviewed plans against actual projects.
 - Assumes the duties and responsibilities of the Building Official when required.
 - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
 - Enter inspection and plan reviews results in appropriate software.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Building Inspector** City of Mt. Vernon; Mt. Vernon, IL | 2013 – 2016
 - Inspected non-owner occupied dwellings to determine compliance with the City's non-owner occupied housing code.
 - Maintained records related to the City's non-owner occupied housing code including scheduling of inspections and tracking corrective action orders and occupancy certificates.
 - Inspected building under construction, alteration or repair for compliance with the building, heating, plumbing, electrical and zoning codes requirements; coordinates inspection activities with appropriate City departments.
 - Reviewed and approves plans for commercial, industrial, and residential building and remodeling projects; issues proper permits and zoning approval once code requirements have been satisfied.
- **Inspector** FEMA, USA per diem; New York, NY | 2012 – 2013
- **Drafter** Contempri Homes; Pickneyville, IL | 2010 – 2011

DALJIT BENIPAL, S.E.

Structural Engineer

EDUCATION

City University

London, United Kingdom
Master of Science in
Structural Engineering, 1989

Panjab University

Panjab, India
Bachelor of Science in
Civil Engineering, 1980

PROFESSIONAL REGISTRATION

Professional Engineer

State of Michigan, Colorado,
Maryland, Pennsylvania

**Structural Engineer - Structural
Engineering Certification Board,**
Chicago, IL

Building Official, Plan Review
State of Michigan

WORK EXPERIENCE

- **Structural Engineer**, SAFEbuilt, 04/2018 to Present
 - Perform Plan Reviews for City of Novi, MI and Structural Reviews for City of Denver, CO by checking compliance with Michigan Codes and Ordinances.
- **Head Engineer**, City of Detroit, Buildings, Safety Engineering & Environmental Department, Detroit, MI, 7/2000 to 4/2018
 - The Professional Engineers staff examined the drawings, specifications, calculations, soil reports and other documents to verify compliance with the requirements of the State Codes.
 - Evaluated and interpreted the reports of Engineering laboratories and testing agencies retained by owners for code compliance.
 - Provided technical advice to Architects, Engineers, developers and contractors on Building Code and Structural Engineering matters.
 - Advised and helped the citizens in their Building Code questions and Permit Application process.
 - Researched and interpreted the provisions of the Building Codes.
 - Investigated and resolved unusual design and construction problems through administrative mechanisms if needed.
 - Provided Technical advice to the Administrative Committee and the Board of Appeals and Rules.
 - Researched and provided reports on request for Administrative Hearings and Appeals to the Board of Appeals.
 - Taught ACT 54 Plan Review classes to BSEED inspectors and engineers for their State Licenses.
- **Structural Engineer**, Desai Nasr Consulting Engineers, Inc., 9/1992 to 4/1996
 - Analyzed and designed structural steel, reinforced concrete, timber, and masonry structures for Educational, Institutional, Healthcare, Commercial and Office Facilities.
 - Prepared contract documents for foundations, floors and roof framings. Checked corresponding shop drawings.
 - Prepared the corresponding specifications and structural calculations for approval by local authorities.
- **Structural Engineer**, Waterman Partnership Consulting Engineers, London, UK, 10/1996 to 12/1989
 - Analyzed and designed structural steel, reinforced concrete, timber, and masonry structures for educational and office facilities.
 - Prepared contract documents for foundations, floors, and roof framing.
 - Performed lateral load analysis and design. Checked corresponding shop drawings

SAFEbuilt

DARRON RAY

Plumbing Plan Examiner

EDUCATION

San Jacinto College

Health and Safety Environmental and Air
Sampling Courses

PROFESSIONAL AFFILIATIONS

Eagle Scout: Boy Scouts of America

ICC CERTIFICATIONS

Master Code Professional, Certified Building Official, Certified Fire Marshal, Building Codes & Standards Module, Legal Module, Management Module, Combination Inspector, Commercial Combination Inspector, Electrical Inspector, Commercial Electrical Inspector, Mechanical Inspector, Commercial Mechanical Inspector, Residential Combination Inspector, Building Inspector, Residential Building Inspector, Residential Electrical Inspector, Plumbing Inspector, Commercial Plumbing Inspector, Residential Mechanical Inspector, Commercial Building Inspector, Fire Codes & Standards Module, Fire Code Specialist, Fire Plans Examiner, Fire Inspector I, Fire Inspector II, Accessibility Inspector/Plans Examiner, Building Code Specialist, Building Plans Examiner, Residential Energy Inspector/Plans Examiner, Permit Specialist, Permit Technician, Property Maintenance & Housing Inspector, Residential Plans Examiner, Residential Plumbing Inspector

CERTIFICATIONS

Texas State Board of Plumbing Examiners- Inspector (I-3491)
Endorsement: Multipurpose Residential Fire Protection Sprinkler Specialist

Texas Commission Fire Protection: Fire Inspector, Plans Examiner, Fire Investigator #2144756801

WORK EXPERIENCE

- **Inspector, SAFEbuilt, LLC | 2021 to Present**
 - Perform assigned field inspections in accordance with adopted codes.
 - Collaborate with other inspectors to discuss code information and code interpretations to help ensure consistency of inspections.
 - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
 - Document inspection results so that the information is clear, concise, complete, and understandable.
 - Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of the Building Official.
 - Suggest/recommend procedures to improve operations.
 - Answer code related questions from builders and the general public.
 - Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Compensation for attending board and planning meetings after normal work hours is addressed under SAFEbuilt Ambassador Program.
 - Attend scheduled training.
 - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites. Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment. .
- **Multi-Discipline Building Inspector, City of Houston | 2016 to 2021**
 - Performed inspections for Structural, Plumbing, Electrical, Mechanical, Egress lighting, Electronic Locks.
 - Structural Inspector-crew leader, boarding house investigation, Life Safety and Certificate of Occupancy inspections.
 - Developed, implemented, and provided instruction training programs for multiple departments in all trades.
 - Instructed by the Building Official to cross train inspectors to acquire certifications.
 - Electronic Locks-approve plans, design, egress path, inspect one-line diagrams and provide support to customers.

JACOB DOUB

Plans Examiner

EDUCATION

Academy of Art University

Bachelor of Architecture

ICC CERTIFICATIONS

Master Code Professional

Accessibility Inspector/Plans Examiner
 Building Code Specialist
 Building Inspector
 Building Plans Examiner
 Certified Building Official
 Certified Fire Marshal
 Coastal and Floodplain Construction Inspector
 Combination Inspector
 Combination Plans Examiner
 Commercial Building Inspector
 Commercial Combination Inspector
 Commercial Electrical Inspector
 Commercial Energy Inspector
 Commercial Energy Plans Examiner
 Commercial Mechanical Inspector
 Commercial Plumbing Inspector
 Electrical Code Specialist
 Electrical Inspector
 Electrical Plans Examiner
 Fire Code Specialist
 Fire Inspector I
 Fire Inspector II
 Fire Plans Examiner
 Fuel Gas Inspector
 ICC / AACE Property Maintenance and Housing Inspector
 Mechanical Code Specialist
 Mechanical Inspector
 Mechanical Plans Examiner
 Plumbing Code Specialist
 Plumbing Inspector
 Plumbing Plans Examiner
 Residential Building Inspector
 Residential Combination Inspector
 Residential Electrical Inspector
 Residential Energy Inspector/Plans Examiner
 Residential Fire Sprinkler Inspector/Plans Examiner
 Residential Mechanical Inspector
 Residential Plumbing Inspector

EXPERIENCE

- **Plans Examiner** SAFEbuilt | 2015 – Present
 - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical, if qualified). Identify and address areas of plan non-compliance.
 - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
 - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
 - Establish and implement building department and company policies and procedures in conjunction with Building Official.
 - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
 - Perform periodic site visits to review on-going projects (commercial and residential) to validate reviewed plans against actual projects.
 - Assumes the duties and responsibilities of the Building Official when required.
 - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Building Official/Floodplain Manager/Harbour Master** Town of Ocean City, MD | 6/2019 – Present
 - Perform administrative, supervisory, code enforcement, and building inspection duties necessary to manage the building, housing, plumbing, electrical, mechanical, and waterway activity plan review, permit and inspection functions for the Building Inspection Division.
 - Supervise 6 to 8 technical and administrative staff as required to enforce the Town of Ocean City Codes including application, plan review and approval activities, permitting, field inspection activities, and code enforcement.
- **Owner/Designer, Southern Pine Design** Salisbury, MD | 2015 – Present
- **Deputy Building Official/Fire Official/Floodplain Manager** Town of Kiawah Island, SC | 4/2015 – 6/2019
- **Building Official** Limerick Township, PA | 2014 – 2015
- **Building Official/Plan Review Department Supervisor** Middle Department Inspection Agency, Inc.; Wexford, PA | 2014 – 2015

JACOB DOUB

Plans Examiner

EDUCATION

Academy of Art University

Bachelor of Architecture

ICC CERTIFICATIONS

Master Code Professional

Accessibility Inspector/Plans Examiner

Building Code Specialist

Building Inspector

Building Plans Examiner

Certified Building Official

Certified Fire Marshal

Coastal and Floodplain Construction

Inspector

Combination Inspector

Combination Plans Examiner

Commercial Building Inspector

Commercial Combination Inspector

Commercial Electrical Inspector

Commercial Energy Inspector

Commercial Energy Plans Examiner

Commercial Mechanical Inspector

Commercial Plumbing Inspector

Electrical Code Specialist

Electrical Inspector

Electrical Plans Examiner

Fire Code Specialist

Fire Inspector I

Fire Inspector II

Fire Plans Examiner

Fuel Gas Inspector

ICC / AACE Property Maintenance

and Housing Inspector

Mechanical Code Specialist

Mechanical Inspector

Mechanical Plans Examiner

Plumbing Code Specialist

Plumbing Inspector

Plumbing Plans Examiner

Residential Building Inspector

Residential Combination Inspector

Residential Electrical Inspector

Residential Energy Inspector/Plans

Examiner

Residential Fire Sprinkler Inspector/

Plans Examiner

Residential Mechanical Inspector

Residential Plumbing Inspector

EXPERIENCE

- **Plans Examiner** SAFEbuilt | 2015 – Present
 - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical, if qualified). Identify and address areas of plan non-compliance.
 - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
 - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
 - Establish and implement building department and company policies and procedures in conjunction with Building Official.
 - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
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 - Assumes the duties and responsibilities of the Building Official when required.
 - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Building Official/Floodplain Manager/Harbour Master** Town of Ocean City, MD | 6/2019 – Present
 - Perform administrative, supervisory, code enforcement, and building inspection duties necessary to manage the building, housing, plumbing, electrical, mechanical, and waterway activity plan review, permit and inspection functions for the Building Inspection Division.
 - Supervise 6 to 8 technical and administrative staff as required to enforce the Town of Ocean City Codes including application, plan review and approval activities, permitting, field inspection activities, and code enforcement.
- **Owner/Designer, Southern Pine Design** Salisbury, MD | 2015 – Present
- **Deputy Building Official/Fire Official/Floodplain Manager** Town of Kiawah Island, SC | 4/2015 – 6/2019
- **Building Official** Limerick Township, PA | 2014 – 2015
- **Building Official/Plan Review Department Supervisor** Middle Department Inspection Agency, Inc.; Wexford, PA | 2014 – 2015

JANET DEE MATZ

On Call Plans Examiner

EDUCATION

**University of Wisconsin -
Milwaukee**

Bachelor of Science, Architectural
Design

College of Du Page

Associate in Applied Science,
Architectural Technology

LICENSES & CERTIFICATIONS

International Code Council (ICC)

Master Code Professional

Certified Building Official

Building Code Official

Residential Plans Examiner

Residential Energy Plan Examiner

Building Plans Examiner

Accessibility Inspector/Plan

Examiner

Commercial Energy Plans

Examiner

ICC Building Inspector

ICC Electrical Inspector

ICC Mechanical Inspector

Combination Inspector

Residential Building Inspector

Residential Electrical Inspector

Residential Mechanical Inspector

Residential Plumbing Inspector

Commercial Building Inspector

Commercial Electrical Inspector

Commercial Mechanical Inspector

Commercial Energy Inspector

Commercial Combination

Inspector

Residential Combination Inspector

Property Maintenance Inspector

Janet is an experienced Master Code Professional with strong technical background in construction and design. She has the ability to analyze and interpret building codes and ensure their proper execution in the office as well as plan reviews and in the field. Janet's strong customer service skills includes the ability to communicate effectively with customers that have various technical backgrounds.

EXPERIENCE

• Project Management

- Perform multi-discipline plan review and inspections
- Coordinate and oversee meeting with customers
- Work with inspectors and owners to resolve code violations
- Coordinate work with various departments and outside contractors
- Monitor permit progress and expiration dates of large projects
- Assist customers with questions and permit submittals

• Administrative

- Supervise daily operations of department
- Supervise staff and contract consultants
- Staff liaison for the Building Board of Appeals
- Create and update department forms, handouts and procedures
- Serve as department emergency management team member
- Approve payouts and monitor department budget

SAFEbuilt®

KEITH MILLER

**Residential Plan
Reviewer**

EDUCATION

NECA/IBEW Local 34, Peoria, IL
5 Year Electrician
Apprenticeship Program

LICENSES & CERTIFICATIONS

State of Illinois
Licensed Home Inspector #
450012614

ICC Certifications

Building Inspector
Building Plans Examiner
Commercial Building Inspector
Residential Combination Inspector
Residential Building Inspector
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector

Other Certifications

Dale Carnegie Certificate
9 Week Course

EXPERIENCE

- **Building Official / Plans Examiner** SAFEbuilt, LLC | 2020 – Present
- **Inspections Coordinator** Peoria County Planning & Zoning Department | 2016 – 2020
 - Supervise inspectors, yearly reviews, participate in hiring and training.
 - Paper and digital plan review of commercial and residential plans.
 - Assist developing procedures, projects, create reports & forms.
 - Manage inspector's code violation investigations, record keeping, and Hearing Officer meetings.
 - Hold meetings with contractors, design professionals, and home owners.
 - Speak to members of the home builders association.
 - Respond to natural disasters.
- **Building Inspector** Peoria County Planning & Zoning Department | 2007 – 2016
 - Performed building and code violation inspections, develop reports.
 - Managed schedule and daily interaction with contractors and owners.
 - Enforced building codes and ordinances.
 - Assumed Inspection Coordinator's responsibilities during vacancy 2015 to 2016.
- **General Contractor** Miller Construction Services | 2002 – 2020
 - Supervised workers and sub-contractors.
 - Built and designed homes, remodels, repairs, and insurance work.
 - Managed budget, schedules, materials, record keeping, and taxes.
 - Commercial and residential work.
- **Journeyman Electrician & Apprentice** Kaiser Electrical Contractors | 1994 – 2001
 - Supervised jobs, trained electricians, managed materials.
 - Commercial and residential work.
- **Central Supply** OSF Hospital | 1986 – 1994
 - Materials management, stocked departments and delivered crash carts in emergencies.

NEIL SAMAAN

Plans Examiner

ICC CERTIFICATIONS

Commercial Mechanical Inspector
Mechanical Plans Examiner

LICENSES

State of Michigan

Refrigeration Engineer
#20-00097998

Boiler Operator 2nd Class
Stationary Engineer #330636

Mechanical Contractor License
#7111501 with classifications

in HVAC Equipment, Ductwork,
Refrigeration, Limited Heating
Service, Unlimited Heating

Service, Unlimited Refrigeration
and Air Conditioning Services

Licensed Building ACT 54 Official
#3922 with Plan Reviewer and
Inspector

OTHER CERTIFICATIONS

ESCO Institute

Universal Refrigerant Technician
as required by 40 CFR, part 82,
subpart F #3828299750545

Mechanical inspector for 23 years in residential, commercial and industrial applications. HVAC technician with 20 years' experience in residential, commercial and industrial HVAC and refrigeration. Resourceful Facilities Technician with solid background in preventative maintenance repair.

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 2021 – Present
- **Inspector** City of Detroit | 1997 – 2021
 - Inspected residential, commercial, and industrial HVAC, boilers, kitchen equipment and exhaust.
 - Reviewed prints for code compliance and proper installation.
- **Professor** Northwestern Institute of Technology | 2010 – 2012
 - Taught students about the mechanical code requirements and heat pump technology as well as electrical schematics of heating and cooling.
- **HVAC Technician** Supreme Heating and Cooling | 1995 – 1997
 - Service and troubleshooting.
 - Installed and maintained residential, commercial, and industrial HVAC, boilers, and refrigeration equipment.
 - Ensured customer satisfaction by providing highest quality of products and equipment was properly installed and working correctly.

PERRY HENDERSHOTT

**Plumbing Plans
Examiner**

ICC CERTIFICATIONS

Certificate #BN5232

Commercial Mechanical Inspector
Commercial Plumbing Inspector

Certificate #PX2757

Mechanical Plans Examiner
Plumbing Plans Examiner

FEMA COURSEWORK

FEMA IS 100 Introduction to the
Incident Command System
FEMA IS 200 Basic Incident
Command System for Initial
Response

FEMA IS 300 Introduction to
Continuity of Operations

FEMA IS 700 Introduction to
National Mitigation Framework

FEMA IS 800 Introduction to a
National Response Framework

FEMA IS 2200 Basic Emergency
Operations Center Functions

OSHA COURSEWORK

OSHA 40-Hours

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 2021 – Present
- **Plan Reviewer** Pinellas County, FL, Chief Plumbing & Gas Inspection Division | 2019 – 2021
 - Lead Code Interpretation and supervisor for the Plumbing/Gas inspection division.
 - Coordinate and schedule third party inspection agencies.
 - Conduct Inspector disciplinary actions, and employee reviews.
 - Served on the Code Interpretation Board for the Pinellas County.
 - Performed daily plumbing/gas plan reviews, communicate inspection results with homeowners and contractors.
 - Communicated plan review results with design professionals, and contractors.
 - Routed and supervised the field inspectors, communicate code interpretation to field inspectors, homeowners, contractors, design professionals, and other inspection agencies.
 - Coordinated and issued violations for non-permitted work, and represent Pinellas County in violation related court cases.
 - Performed field inspections as needed.
- **Plumbing Inspector/Assistant Chief/Plan Reviewer** Pinellas County, FL | 2018 – 2019
 - Performed daily plumbing/gas plan reviews, communicated inspection results with homeowners and contractors.
 - Communicated plan review results with design professionals, and contractors.
 - Routed and supervised the field inspectors, communicate code interpretation to field inspectors, homeowners, contractors, and design professionals.
 - Coordinated and issued violations for non-permitted work, and represent Pinellas County in violation related court cases.
 - Performed field inspections as needed.
- **Plumbing Inspector/Plan Reviewer** Pinellas County, FL | 2011 – 2018
 - Performed daily plumbing/gas inspections, communicate inspection results with homeowners and contractors.
 - Monitored inspection area for non-permitted work, issue violations, and represented Pinellas county in violation related court cases.
- **Service Technician** R Carr Inc Plumbing; Safety Harbor, FL | 2009 – 2011
- **Plumbing Inspector II** Pinellas County Building Department; Clearwater, FL | 2005 – 2009
- **Plumbing Foreman** R Carr Inc Plumbing; Safety Harbor, FL | 1999 – 2005
- **Plumber** Scotto's Plumbing; Largo, FL | 1996 – 1999

ROBERT MATHIS

Fire Plans Examiner

EDUCATION

Columbia Southern University
Associates Degree in Fire Science

Darton College
Paramedic Technology

CERTIFICATIONS

National Fire Protection Association (NFPA)

Certified Fire Protection Specialist
Certified Fire Plans Examiner

National Pro Board

Fire Instructor I
Firefighter II
Fire Inspector III
HAZMAT Technician
Fire & Life Safety Educator
Fire Plan Review

International Code Council (ICC)

Fire Inspector I
Fire Inspector II
Legal
Management Module

Georgia Department of Human Services

Licensed Paramedic #P004145

EXPERIENCE

- **Fire Plans Examiner & Fire Inspector** SAFEbuilt, LLC | 2020 – Present
- **Fire Plans Reviewer 2** Gwinnett County Planning & Development; Lawrenceville, CA | 2017 – 2020
 - Duties included fire sprinkler plan review, life safety fire plan review, ADA accessibility plan review.
 - Fire alarm, storage racking, interior finish, fireworks, and TV/movie sets, and hazardous materials plan review.
- **Deputy Fire Marshal** Gwinnett County Fire & Emergency Services; Lawrenceville, CA | 2012 – 2017
 - Inspected new commercial construction and remodeling projects.
 - Supervised Special Occupancy Unit for schools, daycare and personal care facilities.
 - Investigated and enforced code complaints.
 - TV/ movie set inspections and Fire Safety Officer.
- **Firefighter III / Paramedic** Gwinnett County Fire & Emergency Services; Lawrenceville, GA | 2006 – 2012
 - Firefighter, Relief Driver Engineer, Acting Officer, and Paramedic at one of the busiest fire stations in Gwinnett County.
 - Pre-fire plans.
 - Field Training Officer for Paramedics.

RON ROSS, PE, LEED AP B+C, ICC E3

Electrical Plans Examiner

EDUCATION

South Dakota School of Mines and Technology

Masters of Science in Electrical
Engineering

Thomas Edison State University

Bachelor of Applied Mathematics
and Natural Science

LICENSES & CERTIFICATIONS

PE Electrical Licenses

Delaware #13827

Maryland #32052

Texas #119139

Virginia #0402045331

Washington, D.C. #PE907904

ICC Certifications

Electrical Plans Examiner

American Society for Quality (ASQ)

Certified ASQ Reliability Engineer

U.S. Green Building Council (USGBC)

Certified LEED AP BD+C

Mr. Ross is an accomplished Electrical Engineer with electrical designs, plans review, project management, and design-build experiences. He possesses a strong MEP background in commercial, industrial, chemical, federal, education, transportation, and healthcare projects. He is able to analyze and provide adaptable solutions to meet current and future requirements. Experience in training junior engineers.

EXPERIENCE

- **On-Call Plans Examiner** SAFEbuilt, LLC | 2020 – Present
- **Electrical Engineer/Consultant** Ross Engineering | 2018 – 2020
 - Review electrical designs for ICC, IBC, and NEC Code compliance
 - Design MEP electrical for industrial, commercial, educational, and healthcare
 - Design electrical systems for chemical and industrial environments
 - Electrical Cost Estimation
 - Renovation design of 114K sq ft. building
 - Renovation expansion of building with generator mod for a major server room expansion
 - Federal tenant fitout that included high end security
 - Consulted National Harbor MGM on Fire Pump resolution
 - Consulted World Bank on two offices overseas
 - Consulted/reviewed designs for USACOE for Airfield compliance
- **Project Manager** AZZ | 2017 – 2018
 - Responsible for all phases of each project from concept design to scheduling, budgeting, design, team supervision, client interface, execution and project close/sign-off
 - Monitored progress of projects and ensure projects are on schedule
 - Instructed Electrical designers and Electricians on performing specific project tasks
 - Monitored financial status of projects and ensure projects are stayed within budget
 - Made design decisions within corporate established guidelines and procedures
- **Senior Electrical Engineer** Prime AE | 2015 – 2017
 - Developed and administered RFP for design-build projects and design, bid, and build
 - Prepared technical reports, estimates, fact sheets and status reports
 - Created engineering drawings and electrical schematics
 - Completed to 100% IFC design for a \$4.6 Million renovation of a hospital's Central Energy Plant
 - Developed and administered RFP for an Air Force Base Headquarters
 - Completed design review for highway lighting around DC Metro locations

- **Senior Electrical Engineer** TAI Engineering | 2014 – 2015
 - Designed electrical systems for commercial office buildings
 - Prepared specifications, statements of work and test documentation
 - Planned, scheduled and coordinated phases of engineering projects
 - Monitored project status and progress
 - Managed budget and schedule for electrical engineering tasks
- **Electrical Consultant/Subcontractor** Ross Engineering | 2011 – 2014

Projects for the US Coast Guard through the KMEA

 - Developed RFP for the rebuilding construction work necessitated by Hurricane Sandy
 - Reviewed design build submittals for RFP and Code compliance
 - Developed cost estimates for proposed work to help define budget estimates
 - Performed third-party review of electrical designs for Army Corps of Engineers' projects

Projects for the Maryland Transit Administration (MTA) – QC/Cx Engineer

 - Reviewed designs for code, contract compliance, and practical applications
 - Analyzed the feasibility of construction plans
 - Supervised field QA/QC inspections, compliance reports, and procedural standards
 - Supervised field design modifications and preliminary design selections
 - Generated QC/Cx reports and followed-ups on contract close-outs
 - Developed MTBF and availability estimates as well as commission reports
 - Inspected 600/750-volt DC rail traction power systems and AC to DC conversions
- **Senior Electrical Engineer** Government Services Integrated Process Team | 2009 – 2011
 - Developed the electrical RFP for BRAC relocation of naval operations into former DISA headquarters
 - Generated 1391 documents for Rock Island Arsenal, the Ft. Campbell gunnery range and training facility
 - Consulted with Ft. Campbell, Kentucky on the campus electrical grid
 - Conducted cost estimation for UFC compliance projects
- **QC Manager/ Electrical Engineer** MC Dean Inc. | 2006 – 2009
 - Performed Electrical QA/QC management for Walter Reed Hospital expansion in Bethesda, MD
 - Directed team of electrical designers in design of the Phelps PACE High School high technology renovation
 - Directed electrical designers for the design, then assumed project engineering duty for the construction of the Hilton Convention Center, Baltimore, MD

THOMAS "SCOTT" DAVIS, CBO

**Contract Manager,
Plans Examiner,
Inspector**

YEARS OF EXPERIENCE
25+

EDUCATION

Prine George's County
Community College

CERTIFICATION

International Code
Council (ICC)

Certified Master Code
Professional (MCP):
5177842

Certified Building,
Mechanical, Electrical
and Plumbing Code
Official

Building Officials
Association of Florida
(BOAF)

Certified Building
Official - Department
Director (CBO): #2317

Certified through
Building Code Training
and Residential
Contractor Experience

PROFESSIONAL EXPERIENCE

- Building Code Administrators
- Inspectors (BCAI) Standard Building
- Code Administrator: #BU739
- BCAI Standard Plans Examiner: #PX54
- Building, Mechanical, Electrical and Residential Electric

WORK EXPERIENCE

- **Building Official**, University of Central Florida Contract
- **Building Official / Division Manager**, City of Cocoa, FL
 - Responsible for interpreting, administering, and enforcing the building, electrical, plumbing, mechanical, fire and property maintenance codes and ordinances regulating building structures. Performed commercial, residential, and fire system plan reviews and conducted field inspections as-needed.
- **Building Official / Florida Division Manager**, Throughout the State of Florida
 - Managed third party plans examiners and inspectors for private provider services throughout the State of Florida.
- **Building Official / Division Manager**, City of Palm Bay, FL
 - Managed activities of union technical and clerical employees engaged in building and fire code services.
- **Deputy Building Official / Plans and Permits Supervisor**
Brevard County, FL
 - Assisted in management of building code division services and onestop construction permitting program.

STEVE O'NEAL

Plans Examiner

ICC CERTIFICATIONS:

Certified Building Official
Commercial Combination
Inspector
Building Code Official
Combination Inspector
Building Code Specialist
Mechanical Code Official
Building Plans Examiner
Mechanical Code Specialist
Building Inspector
Mechanical Plans Examiner
Commercial Energy Inspector
Mechanical Inspector
Plumbing Code Official
Commercial Electrical Inspector
Plumbing Code Specialist
Residential Electrical Inspector
Plumbing Plans Examiner
Electrical Inspector

EDUCATION:

University of Central Texas/
Tarleton State University-
Business Administration

Central Texas College-
Criminal Justice

FEMA EMERGENCY MANAGEMENT INSTITUTE CERTIFICATES:

IS-00100- Introduction to the Incident Command System
(ICS 100)
IS-00200- ICS for Single Resources and Initial Action Incidents
(ICS 200)
G-00300- Intermediate ICS for Expanding Incidents
(ICS 300)
IS-00700- National Incident Management System

WORK EXPERIENCE

- **Division Director**, Development Services, City of Lubbock, Texas
2017 to Present
 - Led a new municipal division consisting of four departments (Building Safety, Planning, Code Enforcement & Environmental Health) of 78 employees with a combined annual budget of 78 million dollars from creation to full implementation. Created in FY 2017-18 as a component of a new “one stop shop” concept that primarily serves the building and development community through integration of its’ functions at a point source for improved synergy and customer convenience, the project has been imminently successful in increasing operational efficiency and removing communication barriers between and among municipal agencies.
- **Chief Building Official**, City of Lubbock, Texas, 2003 to 2017
 - Directed a municipal department charged with the administration of city code provisions regulating private sector construction in a city of over 260,000. These duties were accomplished through coordinated public awareness efforts, plan reviews, pre-construction conferences, permitting, and on-site inspections, with a philosophy of total quality management and exceptional customer service emphasized throughout. Responsible for staff development, fiscal planning and management, public relations, liaison activities, and coordinating the business of the Building Board of Appeals and the Model Codes and Construction Advisory Board. During this tenure, the department grew from 15 to 30 employees.
- **Commercial Building Planner/Plan Examiner**, City of Georgetown, Texas, 2000 to 2003
 - As a member of the Development Process Team charged with assisting customers through the current planning process, evaluated residential and commercial development proposals from concept plan through the rezoning, subdivision plat and site plan approval processes. Interfaced with applicants, the team, and all other city departments and applicable public agencies with regard to regulatory issues affecting development proposals. Performed construction plan reviews and issued building permits on all commercial construction projects. Provided technical expertise to the building inspection department and the development process team.

- **Building Code Consultant**, Southwest Services, Williamson County, Texas, 2000 to 2003
 - Performed construction plan analysis for new commercial and residential construction projects pursuant to the Standard, Uniform and International Building Codes for various clientele, including architects, contractors, local governments and school districts. Performed due-diligence/feasibility studies for commercial clients seeking to sell or purchase commercial buildings. Performed residential inspections under the City of Austin emergency third-party program, the HOME warranty program, as well as real estate inspections pursuant to TREC requirements. Provided technical assistance/interpretations and general consulting in the areas of building, plumbing, mechanical and electrical codes and miscellaneous support services to municipal building officials, architects, engineers, and construction industry personnel.
- **Codes Analyst/Instructor**, Southern Building Code Congress International, Inc., Austin, Texas, 1998 to 2000
 - Provided technical assistance/interpretations in the areas of building, plumbing, mechanical and electrical codes and miscellaneous support services to municipal building officials, architects, engineers, and construction industry personnel in the Southwest region (Texas, Louisiana, Arkansas, & Oklahoma) for one of three national model building code organizations. Researched, developed and delivered various code-related training programs and special presentations to industry personnel at locations throughout the Southern United States. Represented SBCCI and the interests of its membership at conferences, exhibitions and government meetings. Regularly tracked progress and kept stakeholders informed regarding key legislative and government agency administrative rule-making issues. Among the first to develop and provide training on the (then) new International Building Code, a joint project of the three model code organizations.
- **Building Official**, City of Harker Heights, Texas, 1987 to 1994; Mar 1998 to Dec 1998
 - Managed all aspects of a municipal department of four staff charged with the enforcement of city code provisions regulating private sector construction, zoning/land use, subdivision platting and infrastructure development, public health and safety, business licensing, and flood plain management in a city of 19,000. These duties were accomplished through coordinated public awareness efforts, routine surveillance, plan reviews, pre-construction conferences, permitting, and on-site inspections, with a philosophy of total quality management and exceptional customer service emphasized throughout. Responsible for development and management of the fiscal budget.
- **Construction Quality Control Officer**, Guyco Engineering, Inc., Fort Hood, Texas, 1997 to 1998
 - Pursuant to a large IDQ construction contract with the U.S. Army Corps of Engineers, performed construction quality assurance duties in a fast-paced, complex and multi-task environment. Chief among these duties was the coordination of a group effort of quality assurance among company employees, sub-contractors and suppliers through a system of plan reviews, materials and equipment submittal reviews, pre-construction conferences, and systematic on-site inspections to ensure compliance with approved plans and specifications, including the USACE Safety Regulations. Was also responsible for the creation and tracking of detailed project schedules for individual projects as well as the overall operation using Microsoft Project.
- **Director of Community Services**, City of Lampasas, Texas, 1994 to 1996
 - Directed all aspects of a municipal division charged with the enforcement of city code provisions regulating private sector construction, zoning/land use, subdivision platting and infrastructure development, public health and safety, business licensing, and flood plain management in a city of 7,000. Had full administrative oversight of the Parks and Recreation Department, Municipal Library, Municipal Airport, and Cemetery. Coordinated and presented the business of numerous municipal commissions and advisory boards at regular public meetings, including meetings of the City Council. Administered an O&M contract for the Municipal Golf Course. Responsible for budget development /presentation, including the 5-year capital improvements program, in each area of responsibility. Developed RFP's and project specifications for capital projects and administered same from bid award to contract closeout. Coordinated grant applications in areas of responsibility.

TIMOTHY PAYNE

Plans Examiner

EDUCATION

Northwestern High School
West Salem, OH

CERTIFICATIONS

ICC Building Plans Examiner
ICC Mechanical Plans Examiner

State of Ohio BBS as:
Building Inspector
Residential Building Official
Residential Plumbing Inspector
Mechanical Plans Examiner
Building Plans Examiner

AWARDS

Five-County Building Officials
Association "2011 Building
Official of the Year"

WORK EXPERIENCE

- **Plans Examiner**, SAFEbuilt, LLC | 2019 to Present
- **Commercial Plans Manager/Building Inspector/Mechanical Inspector**, Medina County Building Department, Medina, OH | 1/1999 to 2019
 - Provide administrative assistance and technical code guidance to Building Department staff. Interprets building plans and specifications for compliance with applicable state statutes and rules and local regulations. Performs plan check and acts as direct regulatory administrator for plans examination. Monitors and assigns the flow of plans examination. Work independently and within a team environment to provide a professional service to the residential of Medina County. Discusses technical requirements of plans and inspections with engineers, architects, contractors, builders, and owners. Reviews complex construction documents, drawings, specifications, plan approval applications, fees, and project descriptions for proposed buildings in conjunction with Master Plans Examiners, Electrical Plans Examiners, and the Chief Building Official.
 - Perform field inspections of residential, commercial & light industrial construction and verifies conformance to applicable state and local codes as well as approved plans; issues corrections notices and stop work orders when necessary; provides state and local code information to the public; investigates citizen complaints, including code enforcement; maintains records and prepares written reports and correspondence when necessary. Confers with architects, contractors, builders and the general public in the field and office; explains and interprets building requirements and restrictions. Maintains files and reports regarding inspection and plan check activities and findings. Issues notices for violation compliance; maintains records of history of facts for possible legal actions. Attend and participates in meetings; stays abreast of new trends and innovations in the field of building inspection and plans examination. Performs related duties as assigned.
- **Commercial Code Designer/Estimator/Permit Coordinator**, Ratliff Custom Homes, Wooster, OH | 5/1998 to 12/1998
 - Water Systems Operations and Maintenance, project management
- **Building Inspector/Mechanical Inspector**, Wayne County Building Department, Wooster, OH | 3/1995 to 5/1998
 - Perform field inspections of residential, commercial & light industrial construction and verifies conformance to applicable state and local codes as well as approved plans; issues corrections notices and stop work orders when necessary; provides state and local code information to the public; investigates citizen complaints, including code enforcement; maintains records and prepares written reports and correspondence when necessary. Confers with architects, contractors, builders and the general public in the field and office; explains and interprets building requirements and restrictions. Maintains files and reports regarding inspection and plan check activities and findings. Issues notices for violation compliance; maintains records of history of facts for possible legal actions. Attend and participates in meetings; stays abreast of new trends and innovations in the field of building inspection and plans examination. Performs related duties as assigned.

DEWAYNE HALL

Fire Plans Examiner

EDUCATION

Lanier Technical Institute
EMT Certification

National Fire Academy
Fire and Life Safety Plan Reviews
Certification

LICENSES & CERTIFICATIONS

International Code Council
Certified Portable Fire
Extinguisher Technician
Pre-engineered Industrial Fire
Extinguishing System Technician
Pre-engineered Kitchen Fire
Extinguishing System Technician

**National Fire Protection Agency
(NFPA)**
NFPA Plans Examiner

State of Georgia
Fire Inspector

EXPERIENCE

- **Fire Inspector & Fire Plans Examiner** SAFEbuilt, LLC | 2022 – Present
 - Performing fire, life safety, and ADA inspections and plans review on commercial and industrial construction projects and other assignments as directed.
- **Fire Safety Inspector** Bureau Veritas | 2020 – 2022
- **Fire Safety Inspector** University of Georgia | 2017 – 2020
 - Inspected existing structures, construction and remodel sites for compliance with fire codes and resolved compliance problems with owners within scope of knowledge and authority.
 - Reviewed and approved site and architectural plans for code compliance.
- **Emergency Management Coordinator** Department of Juvenile Justice | 2017 – 2017
- **NREMT, Firefighter, Inspector, & Investigator** Hall County Fire Services | 1999 – 2017
- **Military Police** Army National Guard | 1994 – 2001

**STEVEN
TITCOMBE,
CFI 2, CFPE,
FOII, FI1,
AEMT/IC**
Plans Examiner

**CERTIFICATIONS &
QUALIFICATIONS**

Michigan State Police Certified
Fire Investigator

NFPA Certified and Pro Board
Accredited Fire Inspector Level 1,
renews on 12/27/2021

NFPA Certified and Pro Board
Accredited Fire Inspector Level 2,
renews on 11/19/2021

NFPA Certified Plans Examiner,
renews on 12/16/2021

WORK EXPERIENCE

- **Plans Examiner**, SAFEbuilt, LLC | 2019 to Present
- **City of Warren Fire Department**, 1994 to 2019
 - Fire Fighter I & II
 - Paramedic/ACLS
 - Paramedic Instructor/Coordinator
 - Engine & Ladder truck driver/operator/instructor
 - Fire Fighter Instructor/Coordinator
 - Fire Officer I, II, III
 - Hazmat operations level
- **Senior Fire Inspector/Out of Class Fire Marshal**, 2016 to Present

RESPONSIBILITIES

- Collaborate with building departments and other AHJ's
- Review plan submissions from companies including General Motors and Chrysler
- Review plan submissions for fire alarms
- Review plan submissions for sprinkler systems
- Review site plans
- Review fence permits
- Fire investigations and fire reports
- Certificate of occupancy inspections
- Annual inspections for licensure and compliance
- Investigate and mitigate complaints
- Alarm testing and certification
- Code compliance meetings
- Witnessing and documentation of hydrant flow testing and underground system flush
- Sprinkler system hydro test acceptance
- Acceptance testing of non-water based suppression systems
- Inspection and testing of cooking suppression systems
- Fire door inspection and acceptance testing
- Commercial marijuana inspections and recertifications
- Assisting and training the current fire marshal and other inspectors in passing inspection related programs

TOMMY MCCULLERS

Fire Plans Examiner

CERTIFICATIONS

Pro Board Accredited

Certification

Fire Fighter I

Fire Fighter II

Fire Fighter III

Fire Inspector I

Fire Instructor I

Hazardous Materials First
Responder at the Awareness Level

Fire Inspector III

National Fire Protection Association (NFPA)

NFPA Fire Inspector I and II

NFPA Fire Planner

Georgia Smoke Diver

Certification #586

International Code Council

Certification #5273551

Fire Plans Examiner

Commercial Fire Sprinkler Plans
Examiner

Fire Inspector I

Fire Inspector II

National Institute for Certification in Engineering Technologies (NICET)

Water-Based Systems Layout

Level I #149272

EXPERIENCE

- **Fire Inspector & Fire Plans Examiner** SAFEbuilt, LLC | 2017 – Present
 - Inspect businesses for compliance with the International Fire Code as adopted and amended for enforcement by local Municipality/County.
 - Investigate complaints of alleged violations of fire regulations.
 - Inspect new construction projects and existing buildings, as required.
 - Identify and report violations and infractions of laws, ordinances and safety standards.
 - Use construction blueprints to inspect for compliance with codes and safety standards.
 - Prepare detailed records and reports of inspection activities.
 - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites.
 - Perform full range of commercial (IRC and IBC governed) Fire Plan Reviews (including sprinkler and fire alarm systems, if qualified). Identify and address areas of plan non-compliance.
 - Work with fire plans examiners and fire inspectors in other SAFEbuilt offices to develop customer handouts and checklists across all offices.
 - Establish and implement building department and company policies and procedures in conjunction with the Chief Building Official or Fire Marshal, depending on the reporting structure.
 - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Chief Building Official or Fire Marshal, depending on the reporting structure.
 - Perform periodic site visits to review on-going commercial projects to validate reviewed plans against actual projects.
 - Generate and interpret reports from software that have a direct impact on company billing revenue, permits issued, inspections/stops being performed, plan review turnaround times, etc.
- **Fire Plans Review/Fire Planner II** Gwinnett County Fire & Emergency Services, Fire Marshal's Office; Lawrenceville, GA | 2015 – 2017
- **CRR Lieutenant** Gwinnett County Fire & Emergency Services, Fire Marshal's Office | 2012 – 2015
- **Fire Inspections/Community Risk Reduction, Senior Fire Inspector** Gwinnett County Fire & Emergency Services, Fire Marshal's Office | 2010 – 2012
- **Firefighter 1 & 2, Station 6** Gwinnett County Fire & Emergency Services | 2009 – 2010
- **Fire Plan Review/Fire Planner 1 & 2** Gwinnett County Fire & Emergency Services | 2002 – 2009
- **NPQ Firefighter 1, 2, 3/Fire Apparatus Operator/GA Smoke Diver #586** Rockdale County Fire Department | 1990 – 2002
 - Fire suppression, vehicle extrication, search and rescue, patient care.

SAFEbuilt®

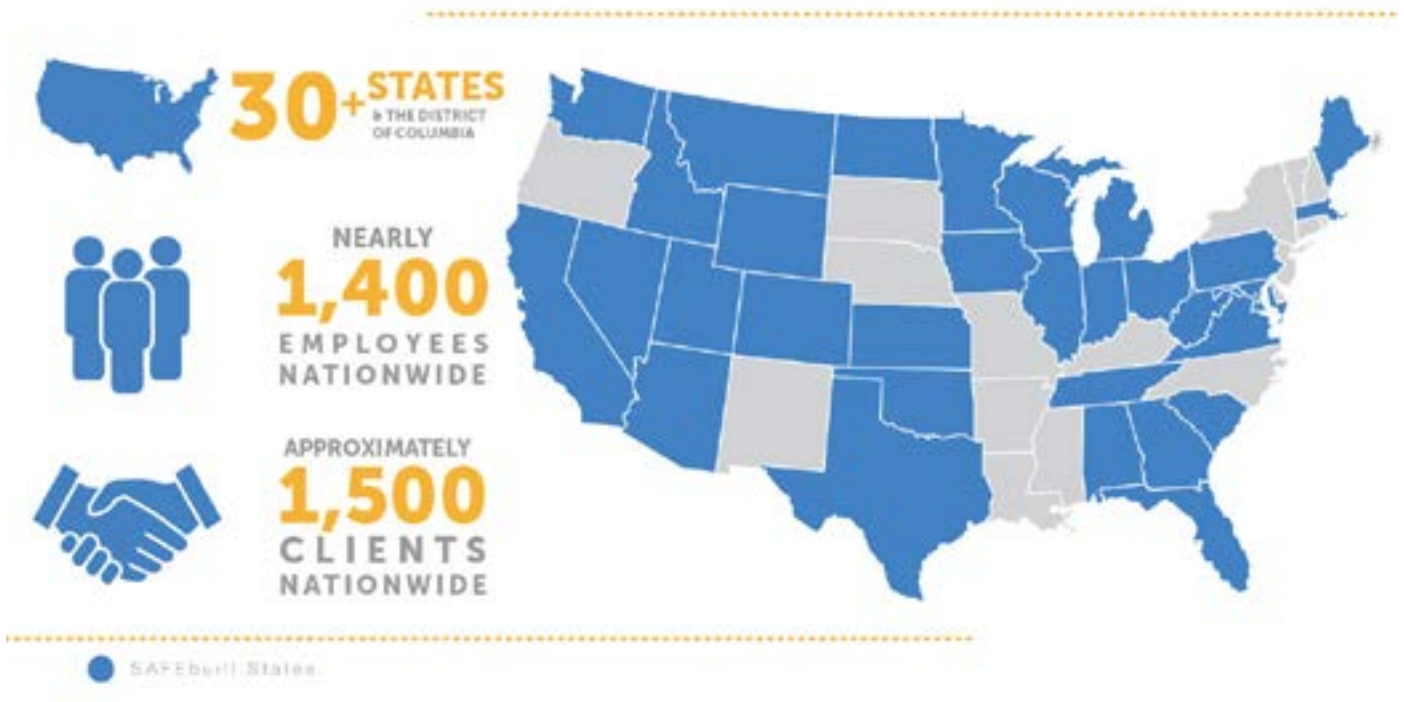
2. SERVICES AND QUALIFICATIONS OF FIRM

In November 1992, **SAFEbuilt** began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical and consulting services in 30 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan review for several communities in Northern Colorado, our areas of service have expanded over the past 30 years to include:

We are skilled at assessing time commitments, developing an accurate work plan, assigning personnel, and quickly fine-tune staffing levels to always maintain the highest level of customer service. **SAFEbuilt** hand-picks staff uniquely qualified and experienced to deliver the exact services requested. Once assigned to a project, our team members are dedicated to that project until completion. We employ all proposed staff full time, providing all of the requested services.

- ✓ Full Service and Supplemental Building Department Operations
- ✓ Residential and Commercial Roof Inspections
- ✓ Residential, Commercial and Industrial Plan Review
- ✓ Building, Mechanical, Electrical, and Plumbing Inspection
- ✓ Fire Plan Review
- ✓ Code Enforcement
- ✓ Permit Technician
- ✓ Certified Building Official
- ✓ Community Development Automation Software
- ✓ Expedited Plan Review, Inspections, and Engineering for Special Projects
- ✓ Housing Authority Inspections
- ✓ Planning and Zoning Services
- ✓ Disaster Recovery
- ✓ Arborist and Landscape Design



THE SAFEbuilT ADVANTAGE

Our solid reputation as an industry leader demonstrates our knowledge, flexibility and cost efficiencies, giving us the reliability, your company needs in a team. Our people love what they do and eagerly contribute solutions and recommendations that are proven, time-tested and specific to your needs, providing the following fundamental elements:

- ✓ **Focus on Cost-Saving Approaches and Methods.** Because we serve many municipalities and agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services. We share a wealth of recommendations from our varied experience with other communities to help keep our clients' budgets on track.
- ✓ **Tailored, Responsive Services.** Our team is skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We quickly fine-tune staffing levels to match changes in activity – always maintaining the highest level of customer service. We hand-pick staff uniquely qualified and experienced to deliver the exact services requested.
- ✓ **Swift Turnarounds and Expedited Services.** With extensive experience in community development and improvement services, our staff excels at providing prompt turnarounds. We match or beat required turnaround deadlines.
- ✓ **Effective Coordination with other Agencies and Departments.** Our people are trained in promoting collaboration and cooperation with other departments and agencies. Effective communication is a key component, and we have multiple communication solutions available that are flexible to the needs of each community we serve.
- ✓ **A Wealth of Code Knowledge and Building Industry Experience.** We maintain staff fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's cutting edge, many serve as popular educational instructors and lecturers, as well as sit on leading boards and committees for organizations developing and implementing important code regulations.
- ✓ **Leading-Edge Technology with Cost-Saving Solutions.** SAFEbuilT's software, CommunityCore Solutions, (www.CommunityCore.com) delivers a suite of digital options for jurisdictions – prompt digital plan reviews, including electronic versions of plan comments, and easy-to-use online web application/portal for submittal, tracking and approval of digital plans.

SAFEbuilT Core Values



— SERVICE —

we always provide unequalled service levels to our customers, external and international.



— IMPROVEMENT —

We strive to continuously improve and understand how we can do better tomorrow.



— RESPECT —

We are respectful in the way we interact with everyone.



— INTEGRITY —

We choose to do the right thing every time.



— TEAMWORK —

We have an environment where everyone is able to contribute ideas. We encourage and reward creativity and initiative.

NATIONAL BUILDING DEPARTMENT PERSONNEL		SPECIALTIES	
<ul style="list-style-type: none"> 105 Building Officials & Deputy Building Officials 367 Inspectors 126 Plans Examiners 131 Permit Technicians 	<ul style="list-style-type: none"> Building Mechanical Electrical Plumbing 	<ul style="list-style-type: none"> Structural Health Construction Utilities 	
STRUCTURES			
<ul style="list-style-type: none"> Commercial (all sizes) Residential (single and multi-family) Educational Medical 	<ul style="list-style-type: none"> Institutional Office Retail Warehouses/ Distribution Centers 	<ul style="list-style-type: none"> Arenas and Sports Facilities Convention Centers Theaters and Auditoriums Restaurants 	<ul style="list-style-type: none"> City Halls and Courthouses Fire Stations, Police Stations, and Libraries Airports Water and Wastewater Treatment Plants
REMOTE INSPECTIONS			
<ul style="list-style-type: none"> Porches Small Projects (fences, exterior remodels) Rooftop Rooftop Solar (photovoltaic) Electrical Service Upgrades Electrical Reconnects 	<ul style="list-style-type: none"> Water Heaters Gas Line Installations Parking Shade Structures Detached Storage Sheds Residential Addition/ Alteration reinspections Follow-up Inspections (must verify with inspector) 		



SERVICES SAFEbuilt CAN PERFORM



Full Service and Supplemental Building Department Operations



Residential, Commercial, and Industrial Plan Review



Building, Mechanical, Electrical, and Plumbing Inspection



Fire Plan and Life Safety Review and Inspection



Code Enforcement



Permit Technician



Certified Building Official



Community Development Automation Software



Expedited Plan Review, Inspections, and Engineering for Special Projects



Housing Authority Inspections



Planning and Zoning Services



Disaster Recovery



Category Specific Value Added Benefits

During this process, the COT will receive multiple responses from licensed, insured and qualified firms. Many firms can obtain a license, insurance, and a handful of clients; however, it takes an Exceptional Staff managed by a dedicated leader to maintain a high level of standard. SAFEbuilt has carefully reviewed the RFQ and has identified the below additional services that we can offer to the COT. Resumes for the personnel to provide these services can be provided upon request. The rates below are effective as of the date of this submittal.

- ✓ **Plan Review** – To be negotiated
- ✓ **Building Official Services:**
 - In-person Building Official - \$120/hr
 - Remote Building Official - \$110/hr
- ✓ **Inspection Services:**
 - Residential - \$100/hr
 - Commercial - \$105/hr
 - Fire - \$105/hr
 - Remote – Listed in RFQ as \$35/inspection
- ✓ **Permit Tech Services:**
 - Permit Tech - \$60/hr
 - Senior Permit Tech - \$76/hr
- ✓ **Remote Landscape Review Services** - \$125/hr
- ✓ **Planning Services**
 - Planning Manager - \$180/hr
 - Principal Planner - \$165/hr
 - Senior Planner - \$150/hr
 - Associate Planner - \$125/hr
 - Assistant Planner - \$90/hr



Why Partnering with safebuilt makes sense

As the City of Tucson's (COT) incumbent service provider for this scope of services, the COT understands the value that our team of veteran personnel brings to the community. The COT knows that having SAFEbuilt on the team means that there is always a reliable partner who can handle the daily workload, allowing the COT employees to focus on their duties without disruption. Trying to manage these services in-house presents an unnecessary burden on many COT departments, including human resources, payroll, and the building department. When the right resources are not in place, the backlog of work increases, construction projects fall behind schedule, and these delays impact budgets, which means the COT's building contractors are unhappy. Citizens quickly become unhappy when they have to take time out of their workday to wait for building inspectors who do not arrive during the scheduled time to meet with them. It is easy to miss the positive benefits that working with a team like SAFEbuilt provides to your community without taking a peek behind the curtain to see what goes on behind the scenes.



1. Cost Control – Reviewing and approving development projects can involve many moving parts. Partnering these services to an expert makes spending more predictable. A partner like SAFEbuilt that offers percent-of-fee services option allows communities to only pay for services when needed – and not when permit activity is slow or projects are on hold.



2. Reduces Safety Risks – An expert team helps reduce risks around safety and noncompliance. Staffing with fully trained experts allows projects to continue moving while also maintaining safety standards. Faster turnaround time for review and approval helps eliminate backlogs that may delay critical tasks.



3. Increases Customer & Constituent Satisfaction – While high permit volume is a natural byproduct of a growing community, backlogs and project delays are frustrating for everyone. Through faster turnaround times, strong communication, and project completion assurances, an outsourced partner streamlines permitting activity to keep customers and constituents happy.



4. Improves Flexibility – Building projects often demand flexibility. Do you need someone to work weekends or on a holiday? Do you need someone to fast-track a high-priority project? The right partner has the on-demand resources and proven processes to help meet these challenges without interruption.



5. Scalability – Staffing a full-time team involves high fixed costs around training, onboarding, and benefits. A trusted partner enables you to reduce legacy costs while scaling up and down as needed.



6. Supports Digital Innovation – Developing a strong technology foundation in-house is costly. An innovative building services partner makes digital transformation easy with a ready-to-implement platform. Quickly embrace the latest technologies while allowing customers to access electronic plan reviews, conduct remote virtual inspections, and more.



7. Promotes Professional Development – Maintaining a properly trained workforce who are current with industry standards and practices is a hassle on internal resources. SAFEbuilt relieves that burden through tailored professional development opportunities. We keep up with certification and licensing requirements and provide education around the topics that are most important to your community.

3. AVAILABLE RESOURCES TO COMPLETE THE PROJECT

SAFEbuilt ensures submittals are properly coordinated and tracked by following an established internal plan check process in which each plan is entered into our database, processed, and returned to the client on time. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. Plan Reviewers will:

- Screen and log each application to ensure timely routing to all plan reviewers
- Review submittals for compliance with all relevant state and local requirements. The log serves as a tracking device to assure turnaround times and completeness of the review
- Perform reviews in accordance with local, state and federal regulations with which local jurisdictions are mandated to enforce, as well as all codes and ordinances in effect. Preliminary consultations are provided to the applicant upon request to assist and guide them in the design and plans preparation process
- Verify information shown on each permit applications. Construction valuation is based on information provided by the project owner and compared to estimates provided by the applicant
- Provide plan check management
- Assure that corrections are handled within established timeframes and as succinctly and clearly as possible. We will help each applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations
- Issue written corrections
- Provide oral and written communications with project representatives, as needed The City approves the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at a minimum, the following:
 - The date(s) plans were received and reviewed by SAFEbuilt
 - The date(s) the applicant was notified of completed plan reviews
 - The name and telephone number of the applicant




ORGANIZATIONAL CHART

Team	Role
Clay Frye	Project Manager and Director of Plan Review Services
Andrew Bevis, MCP	Lead Plans Examiner
Daljit Benipal, SE	Plans Examiner and Structural Engineer
Darron Ray, MCP	Plumbing Plans Examiner
Jacob Doub, MCP	Combination Plans Examiner
Janet Matz, MCP	Building, Energy, Accessibility Plans Examiner
Keith Miller	Building Plans Examiner
Neil Samann	Mechanical Plans Examiner
Perry Hendershott	Plumbing and Mechanical Plans Examiner
Robert Mathis	Fire Plans Examiner
Ronald Ross, PE, LEED AP, BD+C	Electrical Plans Examiner and Engineer
Thomas Scott Davis, MCP	Combination Plans Examiner
Steve O'Neal	Building, Mechanical, Plumbing Plans Examiner
Timothy Payne	Building and Mechanical Plans Examiner
DeWayne Hall	Fire Plans Examiner
Steve Titcombe, CFI 2, CFPE, FOII, FI1, AEMTC/IC	Fire Plans Examiner
Tommy McCullers	Fire Plans Examiner



NATIONAL PLAN REVIEW PROGRAM

In addition to the Plans Examiners dedicated to this contract, SAFEbuilt offers the Village access to our national team of Plans Examiners allocated to our National Plan Review Program. These 34 Plans Examiners are located at offices throughout the country and stand ready to support the Village with any surges in workload. SAFEbuilt can easily draw from this national pool of staff with plan review specialties in educational facilities, fire, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs. Whatever your needs, SAFEbuilt can assure that we will accomplish it on time and accurately every time.



The Benefits to Using SAFEbuilt's National Plan Review Program

Access to multi-disciplined plan reviewers. Credentialed staff are hard to find—staffing all positions necessary is financially difficult. Remote plan review provides the Village with access to credentialed multi-discipline Plans Examiners across the country.

Remote and concurrent reviews. Access to a national network of plan review staff allows for concurrent plan review across multiple time zones, speeding up review turnaround times and fewer delays in completing revenue-producing projects.

Expedited plan review. National access to reviewers gives the Village the ability to expedite plans (for an additional fee) through the process for clients that have short deadlines or have fallen behind schedule.

Remote access and increased transparency. Clients can conveniently submit their plans and monitor their status remotely, reducing the need to sit and wait in a building department office or wait by the phone. Clients can access the portal anytime, anywhere without restrictions to office hours.

AVAILABLE RESOURCES

In addition to the Plans Examiners dedicated to this contract, SAFEbuilt offers the City access to our national team of Plans Examiners allocated to our National Plan Review Program. These 34 Plans Examiners are located at offices throughout the country and stand ready to support the City with any surges in workload. SAFEbuilt can easily draw from this national pool of staff with plan review specialties in educational facilities, fire, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs.

RESPONDING TO REQUESTS

When plans are received, they are reviewed for completeness of submittal and logged into our network tracking system. Our staff enters project information into our database within 24 hours of receipt. Target times and maximum completion times are assigned for each plan review discipline. This information is transferred to a plan check assignment list with completion deadlines as listed in the contract.

All requests should be directed to Mr. Clay Frye. He will review the submittal and assign the project to the plan reviewers based on review type and immediate availability of the team.

Once a plan review is complete, our administrative staff will contact the listed applicant to advise them on the status. Copies of the corrections are then sent to the applicant and jurisdiction via e-mail, fax, or mail. Resubmitted plans shall be submitted directly to the City or may be shipped or delivered directly to our office. Upon final review and approval, two sets of the approved plans will be stamped, perforated, or sent as-is, back to the Planning and

Development Department. Our administrative staff reviews all plans returned to the City for completeness of forms and tracks all fees for billing per the client's contract.

UNDERSTANDING THE NEED

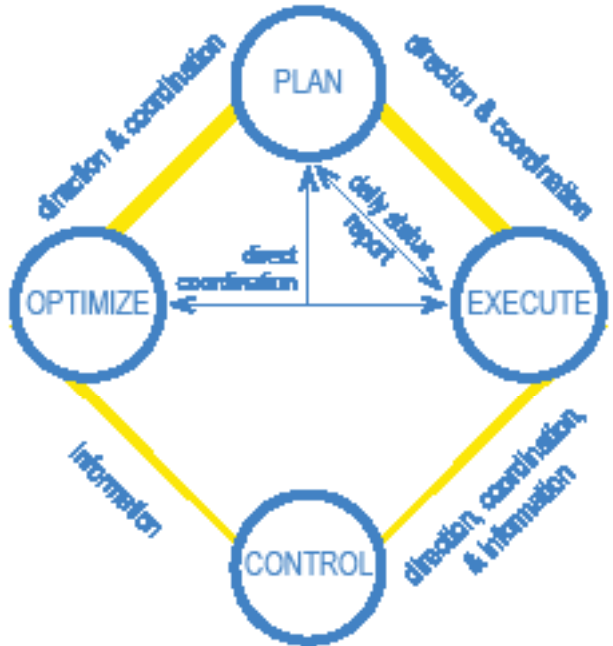
The City needs an experienced provider with a qualified team of residential, commercial, and fire plan reviewers to supplement the Planning and Development Department staff on an on-call basis. As described in this response, we provide the full array of building department services to clients throughout the United States, utilizing industry-leading tools and techniques to meet the City's requirements. Our proven approaches increase productivity through established work management, scheduling, and technical expertise. Further, we leverage a continuous process improvement philosophy to enhance service delivery throughout contract performance.

PROJECT MANAGEMENT, APPROACH & RESPONSIVENESS

Close coordination and frequent communication are critical to successfully managing fluctuating workloads. SAFEbuilt's long-standing practice of partnering with State staff to handle day-to-day issues is a priority for our team. Through consistent efforts, we can safeguard against miscommunications and minor mishaps.

SAFEbuilt's Project Manager, Mr. Clay, produces a schedule and budget, then generates a report measuring our progress against that schedule. Further, he provides information that measures percent of budget that has been expended, as well as where the budget is being spent. These reports are supplied monthly. Comparing the work accomplished with schedule activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

PROJECT MANAGEMENT PLAN

Our Project Management Plan begins with the application of our philosophy of **Plan**, **Execute**, **Control**, and **Optimize** (PECO). The PECO framework, illustrated in , is based on our team's experience, as well as industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the SAFEbuilt team delivers a contract management approach that combines the right people, processes, and tools to perform the Scope of Work requirements. Our support at the State requires a methodology to efficiently operate and maintain all areas of service. The SAFEbuilt team's methodology is structured to streamline our resources used and provide responsive services. Successful execution of building field inspection services starts with a responsive team structure that can anticipate and address resource needs.

Our team works on multiple tasks at the same time, and our organizational structure supports the staff to effectively oversee this process. Our Project Manager will ensure overall project performance and completion, while our on-site team of Inspectors will manage the day-to-day business of providing excellent services to complete each work order.

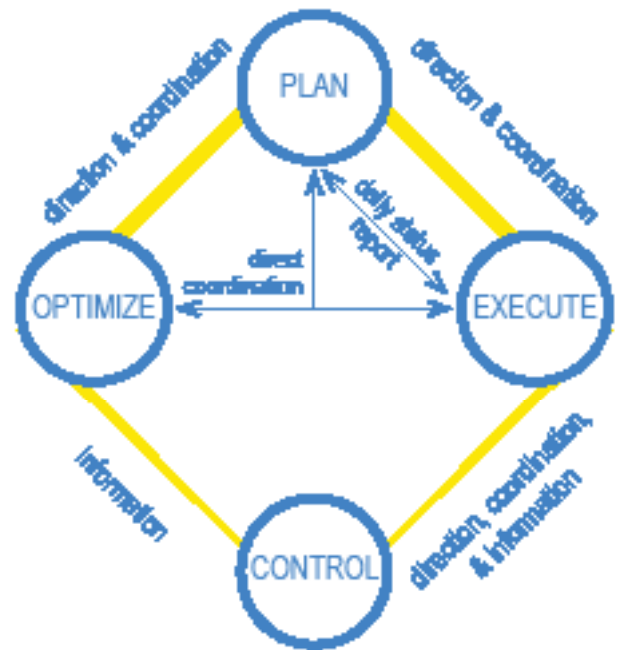


Figure 1. The PECO framework delivers a contract management approach that combines the right people, processes, and tools for project success.

COMMUNICATIONS

Our priority is to ensure the best possible experience working with our team—with minimum impact on the State and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the State and SAFEbuilt. It is important that everyone involved is aware of progress and changes they can expect going forward.

For aggregate reporting, we work with you to develop a schedule and format to meet your needs. Formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the State. Throughout the life of the contract, we ensure our work effort is clearly communicated to the State, adjusting as necessary.

When transitioning new team members into existing building departments, we have discovered that clients can sometimes be concerned with the impact on their team and the community they serve. Current employees, additional departments, permit holders, applicants, and other jurisdictions can all be affected by new service providers. From the start, we work hard to build trust with State staff and establish strong working relationships.

SAFEbuilt believes that clear consistent communication is key to a successful working relationship between SAFEbuilt and State staff. Our main point of contact, Mr. Clay Frye, is available to discuss projects, schedules, and concerns. He provides regular interface to keep staff aware of progress and any suggested changes moving forward. Similarly, the meetings give the State a chance to provide feedback to us and determine other efforts to make certain the right information is getting to the right people.

We treat everyone with respect, whether State staff, applicants, or community members. It is one of SAFEbuilt's core values. In fact, SAFEbuilt's core values embody our approach to our working relationship with State staff as well as our philosophy in providing the requested services.



SAFEbuilt did a wonderful job of keeping the City up-to-date on key developments with the high school remodel. They also worked closely with the contractor and the school to reduce any potential danger for the students. They do a fantastic job for the City.

– Stephanie Hoegh, City Clerk – Treasurer, Benton City, WA

SAMPLE PLAN REVIEW DETAILS

Sample Plan Review details can be found on the following pages.



REVIEW DETAILS

SUBMITTAL # TUC7125001.121321
Job Type: Master Plan

REVIEW DETAILS

Project Name: T21C1409453
Project Code: TUC7125
Project Address: 185 S LINDA AV
Project District:
Customer: Tucson, AZ

REVIEW STATUS

Discipline	Status	Submitted Number
Structural	Denied	TUC7125001.121321
Building	Denied	TUC7125001.121321
Mechanical	Denied	TUC7125001.121321
Electrical	Denied	TUC7125001.121321
Plumbing	Denied	TUC7125001.121321
Fire	N/A	N/A
Zoning	N/A	N/A

QUALITY CONTROL



REVIEW DETAILS

SUBMITTAL # TUC7125001.121921
Job Type: Master Plan

DISPOSITION

Structural(S) Reviewer

Daljit Benipal
Denial

Reason:

Date Completed : 1/5/2022 5:12:37 PM

1. Provide Geotechnical Report for the proposed building per International Building Code 2018, Section 1803.1.
2. Shear Walls are shown at level 1 and level 2 for both buildings. Submit Floor Plans showing locations of shear walls for levels above level 2.
3. Foundation Plan show 24" diameter round columns. The Column Details on Drawing S5.1 shows square columns. Verify and make revisions.
4. Balcony guards are to be designed for the loads provided in IBC 2018 Section 1607.8.1. Verify that these loads are accounted for in the design.
6. Areas used for storage are to include 25% of the live load in determining the effective seismic weight. Verify the additional load is applied to the lateral resisting system as required in ASCE-7 Section 17.7.2
8. Structural steel, components and fasteners for the exposed canopy are to be protected against corrosion in accordance with AISC 360 Section B.13 as indicated in IBC 2018 Section 2203.1.

Submit a response letter addressing these correction items and provide bubbles on the revisions to the drawings.



REVIEW DETAILS

SUBMITTAL # TUC7125001.121921
Job Type: Master Plan

Building(B) Reviewer

Andrew Bevis
Denied

Reason:
Date Completed : 12/20/2021 3:36:24 PM

1. The cover page states that a NFPA 14 sprinkler system will be a deferred submittal. NFPA 14 is that standard that governs standpipes and hose systems. It is assumed that a NFPA 13 system was intended. Please correct.
2. Some numbers seem to have been switched on the frontage increase calculations. The factor calculated for building 3 is used in building 2's area increase calculation and the same for the other building. Please correct calculations.
3. The unit matrix does not include the calculations for the minimum amount of accessible units required. Provide the accessible unit calculations.
4. Sheet G1.1 seems to be corrupted and is not legible. Please resubmit Sheet G1.1.
5. The legends on the egress sheets are not completely visible as well they seem to be missing additional information. Please provide corrected egress sheets.
6. Indicate the egress path once exiting stair #3. What path is being chosen for exit discharge? It's assumed this is shown on Sheet G1.1.
7. Indicate the egress path once exiting stair #4. What path is being chosen for exit discharge? It's assumed this is shown on Sheet G1.1. This portion of the plan is difficult to read on Sheet A2.1.
8. Provide an egress plan for the parking garage.
9. Provide evidence of compliance with Section 3104 for the pedestrian walkway that connects the two apartment buildings.
10. Provide the various horizontal assembly details for the podium as the plans indicate different types of toppings for the horizontal assembly.
11. Provide a section detail for the trash chutes.
12. The door schedule does not provide the fire ratings for doors that are required to be protected. Provide all applicable ratings.
13. Provide evidence of compliance with Section 705.8 for the windows on the building faces that face each other on buildings 2 & 3.



REVIEW DETAILS

SUBMITTAL # TUC7125001.121921
Job Type: Master Plan

Mechanical(M) Reviewer

Neil Samaan
Denied

Reason:

Date Completed : 12/21/2021 2:26:07 PM

1. Guards shall be provided where appliances are within 10' of roof edge (IMC2018,304.11)
2. Provide mechanical ventilation to enclosed garage in an approved manner @ .75 cfm per square foot (IMC2018,404)
3. Show where outside fresh air duct is connecting to FCUs in garage (IMC2018,106.3.1)
4. Show how you are bringing fresh outside air Sheet M2.3(IMC2018,106.3.1)
5. Note where these ducts are going it appears to be a shaft and if it is you need fire and smoke dampers at all penetrations of shaft (IMC2018,106.3.1)
6. Show how you are bringing in ventilation air (IMC2018,106.3.1)
7. Provide ventilation air to corridor on all floors (IMC2018,106.3.1)
8. Ducts that penetrate more than 2 stories shall be in a shaft (IMC2015,607.6.1)
9. Ducts that penetrate more than 2 stories shall be in a shaft (IMC2015,607.6.1)
10. Shaft penetrations shall be protected fire and smoke dampers (IMC2018,607.5.5)
11. Show where your bringing in fresh ventilation air (IMC2018,106.3.1)
12. Describe what this is it appears to be and elevator hoistway (IMC2018,106.3.1)
13. Mechanical systems shall not be located in an elevator shaft (IMC2018,303.8)
14. Provide fire and smoke dampers at all duct penetrations of shaft (IMC2018,607.5.5)
15. Mechanical systems shall not be installed in an elevator shaft (IMC2018,303.8)
16. Appliances installed in fire rated assembly shall be protected in an approved manner (IMC2018,303.2)
17. Provide radiation dampers at diffusers penetrating fire rated ceiling assembly (IMC2018,607.6.2)
18. Duct over 2 stories shall be in a shaft (IMC2018,607.6.1)
19. Provide radiation dampers (IMC2018,607.6.2)
20. Appliances installed in fire rated assembly shall be protected in an approved manner (IMC2018,303.2)
21. Provide radiation dampers at all ceiling penetrations (IMC2018,607.6.2)
22. Provide a shaft for ducts that penetrate more than 2 stories (IMC2018,607.6.1)
23. Mechanical systems shall not be installed in an elevator shaft (IMC2018,303.8)



REVIEW DETAILS

SUBMITTAL # TUC7125001.121921
Job Type: Master Plan

24. Provide fire and smoke dampers at penetrations of duct shaft (IBC2018,717.5.3)
25. Ducts penetrating more than 2 stories shall be in a shaft (IMC2018,607.6.1)
26. Show to what appliances are these diffusers connected to (IMC2018,106.3.1)
27. Mechanical systems shall not be installed in an elevator shaft (IMC2018,303.8)
28. Show where you are bringing in ventilation air (IMC2018,106.3.1)
29. Identify this unit (IMC2018,106.3.1)
30. Show where you are bringing ventilation air to unit (IMC2018,106.3.1)
31. Provide fire and smoke dampers at duct penetration of shaft (IMC2018,607.5.5)
32. Provide duct sizes and cfm's through diffusers (IMC2018,106.3.1)
33. Provide ceiling radiation dampers (IMC2018,607.6.2)
34. Note where this unit is installed (IMC2018,106.3.1)
35. Show where you are bringing in ventilation air (IMC2018,106.3.1)
36. Provide list of chemicals and mechanical plan in the pool equipment room (IMC2018,106.3.1)
37. Exhaust shall terminate outdoors (IMC2018,501.3)
38. Show where your bringing in ventilation air (IMC2018,106.3.1)
39. Identify unit and show where you are bringing in ventilation air (IMC2018,106.3.1)
40. Identify if this is a shaft and if it is provide fire and smoke damper a penetration of shaft (IMC2018,106.3.1 & 607.5.5)
41. Duct over 2 stories shall be in a shaft (IMC2018,106.3.1)
42. Provide commercial kitchen mechanical plans (IMC2018,106.3.1)
43. Provide mechanical plan for generator room including fire rating of room (IMC2018,106.3.1)
44. Please see marked up plans part 3 and 4 in narratives



REVIEW DETAILS

SUBMITTAL # TUC7125001.121921
Job Type: Master Plan

Electrical(E) Reviewer

Ron Ross
Denied

Reason:
Date Completed : 12/27/2021 6:18:47 PM

Electrical Review of Bauwisa Apartments

By: Ron Ross PE

EP1.1A - 1ST FLOOR POWER & SPECIAL SYST. PLAN NORTH BLDG SECTOR A. Equipment Note #10 needs to identify a meter, not panel ITAM

EP1.5A - 5TH FLOOR POWER & SPECIAL SYST. PLAN NORTH BLDG SECTOR A: Missing Key Notes 1-4

FM1.6A - ROOF MECHANICAL POWER NORTH BLDG SECTOR A: Need to add more service receptacles for CU units

EP4.1 - ENLARGED ELECTRICAL PLAN UNIT F:

Range CBs and conductors may be undersized for 9 KW range @ 208V. This could also affect range receptacle selection too. Comment applies to all units with 9 KW ranges with 40 amp CBs.

Could not locate Keynotes # 2 and 3.

EP6.1 - PANEL SCHEDULES: Some panels do not state where they are fed from.

EP6.2 - PANEL SCHEDULES: Some panels do not state where they are fed from.

EP6.3 - PANEL SCHEDULES: Panel 4HB1 does not state where it is fed from.

EP6.4 - PANEL SCHEDULES: Some panels do not state where they are fed from.

EP6.5 - PANEL SCHEDULES: Some panels do not state where they are fed from.

EP6.6 - PANEL SCHEDULES: Some panels do not state where they are fed from.

EP6.7 - PANEL SCHEDULES: Panel ITC6 does not state where it is fed from.

EP7.1A - SINGLE LINE DIAGRAM - SES-A (SECTOR A SERVICE): Note 5 is probably mislabeled Note 7 on dwg.

EP7.1B - SINGLE LINE DIAGRAM - SES-B (SECTOR B SERVICE):

90/100 amp CB is undersized for conductor and Panel 4HB2.

Feeder is oversized from Junction Box to GEF-N5 as 3/0 conductor typically won't fit in 100 amp Disconnect lugs.

EP7.3B - SINGLE LINE DIAGRAM - SES-B (SECTOR B SERVICE):

Need to provide Conductor #3.

Conductor #4 is too small. Probably meant to use Conductor #5.



REVIEW DETAILS

SUBMITTAL # TUC7125001.121921
Job Type: Master Plan

Control panel is using conductor #5, probably in error.

FP7 1D - SINGLE LINE DIAGRAM - SFS-D (SECTOR D SERVICE) - 15400A CBs for panels 2HD1 and 4HD1 are undersized, probably meant to be 150 amp.



REVIEW DETAILS

SUBMITTAL # TUC7125001.121921
Job Type: Master Plan

Plumbing(P) Reviewer

Perry Hendershott
Denied

Reason:
Date Completed : 12/27/2021 9:37:22 PM

- 1). Civil Page C9 are not clear on storm drain connection locations & sizes. -IPC A106.3.1
- 2). Storm system Overflow drains on plan pages A5.1 & A5.6 need to be more clear. -IPC A106.3.1
- 3). Plumbing pages need to include an entire storm system primary & secondary isometric riser diagram from roof to discharge location, that includes sizes, section GPM loads. Plan pages P1.0 thru P3.20 are not clear on primary & secondary storm system illustrations from floor to floor. -IPC A106.3.1
- 4). Throughout Plumbing plans the Drains labeled as Area drains in hallway corridors aren't clear if they would be receiving storm water. Floor drains can't be connected to the storm system. -IPC 1104.2. If these are indeed storm drains where would the water overflow if there was a back up? IPC 1108
- 5). Where will the deck drains overflow to that are shown throughout plumbing plans.? IPC 1108
- 6). Per the total DFU load of 3784 as shown on plan page P8.1, this DFU load is beyond the capability of the 8" sewer shown on Civil page C9. -IPC Table 710.1
- 7). Most sanitary waste line indicators & sizes are not clearly marked on plan pages P1.0 thru P3.20. -IPC A106.3.1
- 8). waste system illustrations not complete on plan pages P3.1 thru P3.20 Also note #1 on P3.10 states additional waste routing in progress. Update plan pages. -IPC A106.3.1
- 9). Notate at each of the 6 BLDG drain exits on P1.0 & P1.1 the total DFU load for each individually. Per plan pg. P8.1 the total BLDG DFU load is 3784. -IPC Table 710.1
- 10). Plan pg P1.0 needs to illustrate the continuation of the main ramp pit frused storm line to it's termination location, as shown on plan pg. P7.1 detail. -IPC A106.3.1
- 11). Units 2A & 2A1 dual lavs on plan pages A2.13, 2.14, & 2.15 require 30" center to center separation. -IPC 405.3.1
- 12). Plan page A2.26 needs to show the triple lavs center to center separation & sidewall to center clearance. -IPC 405.3.1
- 13). Womens & Mens Restaurant restroom lavatories on plan pages A2.26 & P3.4 can't be shared & the lavs need to be in the same room as the inlets. Update all affected pages. -IPC 403.7 & 405.3.7
- 14). The plumbing design system used appears to show sanitary tees for all connections, notate on plan pages P6.1 thru P6.5 that fitting installation needs to comply with IPC 706
- 15). Notate on plan pages P6.1 thru P6.5 what venting method from IPC chapter 9 is being implemented.
- 16). Plan pages P6.1 thru P6.5 need to include waste riser diagrams for public area fixtures. IPC A106.3.1
- 17). Label fixtures on waste risers on plan pages P6.1 thru P6.5 -IPC A106.3.1
- 18). Waste isometric #3 on P6.1 isn't clear. IPC A106.3.1



REVIEW DETAILS

SUBMITTAL # TUC7125001.121921
Job Type: Master Plan

- 19). Plan pg P6.5 is blank?
- 20). Plan pages P6.1 thru P6.5 missing units C, 1C1, 2T, & 2D1 -IPC A106.3.1
- 21). Water line indicators & sizes not clear on Plan pg. P1.0. -IPC A106.3.1
- 22). Water main & Branch sizes not shown on plan pages P4.2 thru P4.20. -IPC A106.3.1
- 23). TMV-1 not shown for #107, #108 restrooms on plan pg P4.1. -IPC 419.5, -IPC A106.3.1
- 24). Hot water not illustrated for commercial restrooms on plan pg. P4.4. IPC A106.3.1 IPC 607.1
- 25). Water piping not illustrated to H3A Jan sink & private dining sink on plan pg P4.4 -IPC A106.3.1
- 26). Water piping not illustrated to drinking fountains between restrooms #127 & #128. IPC A106.3.1
- 27). Floor to floor water main risers locations & sizes not clear on plan pages P4.1 thru P4.20. -IPC A106.3.1
- 28). add riser sizes to mechanical system details #3 & #4 on plan page P7.1
- 29). Sump details on plan pg P7.1 need to include an oil alarm. -IPC 1003.4
- 30). Sump details on plan pg P7.1 need to include a shut off valve on discharge side of check valve. IPC 1113.14, 717.2
- 31). Add water heater detail illustrations to plan pg. P7.1 for each type of water heater installation. -IPC A106.3.1
- 32). Add fridge line water connection backflow to apartment specifications on plan pg. P8.2 -IPC 608.17.1.2
- 33). Waste riser 2d #2 on plan P6.3 doesn't correlate with 2D waste enlarged plans on plan pg. P5.4 -IPC A106.3.1
- 34). Gas notes on plan pg P2.1 covered by building layout overlay. -IPC A106.3.1
- 35). Plan Pg. P6.6 Gas boometric needs to include the specific equipment type & BTU rating at the end point of each run & note which sizing table was used. IFGC 402.4 A106.3.1
- 36). Add types of sanitary, storm, water & gas piping materials to be used to plan pg. P8.2



REVIEW DETAILS

SUBMITTAL # FC-0065089.011222
Job Type: New Construction- Residential

REVIEW DETAILS

Project Name: 212940113
Project Code: FC-0065
Project Address: 10105 ROSELAND RIDGE RD, FAIRFAX STATION, VA 22039-0000
Project Details: Build a two story split level home with partial storage below
Customer: Fairfax County

REVIEW STATUS

Discipline	Status	Submitted Number
Structural	N/A	N/A
Building	Denied	FC-0065089.011222
Mechanical	N/A	N/A
Electrical	N/A	N/A
Plumbing	N/A	N/A
Fire	N/A	N/A
Zoning	N/A	N/A

QUALITY CONTROL



REVIEW DETAILS

SUBMITTAL # FC-0065089.011222
Job Type: New Construction- Residential

DISPOSITION

Bulking(B) Reviewer

Gautier Chaudry
Denial

Reason:
Date Completed : 1/22/2022 11:02:36 AM

Project Id FC-0065089.011222

10105 ROSELAND RIDGE RD, FAIRFAX STATION, VA 22039-0000, VA

PLEASE RESUBMIT YOUR PLANS WITH COMMENT RESPONSE SHEET CITING EACH CORRECTION WITH SHEET NO. WITHOUT COMMENT RESPONSE SHEET AND CITING THE REFERENCED SHEET DELAY IN REVIEW PROCESS COULD TAKE PLACE.

BPRRS5 GRDYG

SUBMIT GRADING PLAN

REFER TO SHEET UNDER SPECIFICATIONS

Please submit a copy of the approved grading plan when submitting your building plans. The plan should have a red "Approved" stamp at the top. Building Plan Review cannot approve the building plans until an approved grading plan has been obtained. Houses that have septic system or wells must have the Health Department sign off before the Building Permit can be issued. (Ref. VCC R102.2 R103.10)

BPRRS5 WWINDF

HOW TO COMPLY WITH WIND

REFER TO ALL SHEETS WALL BRACING AND WALL BRACING WORK SHEET MISSING.

For more information on how to comply with the wall bracing provisions from chapter 6 of the 2015 Virginia Residential Code, please visit <https://www.fairfaxcounty.gov/landdevelopment/wall-bracing>. We recommend that when you resubmit your plans you submit the wind bracing work sheet offered on our web page. You will find that we offer a great interactive work sheet that is easy to use. (Ref. 2015 IRC R602)

BPRRS5 WWINDJ

INTERACTIVE WORK SHEET

Please submit a completed copy of the wind bracing work sheet offered on our web page. This spreadsheet will compile and calculate all of the data to comply with the wall bracing provisions from chapter 6 of the 2015 Virginia Residential Code for the wall bracing. This interactive work sheet is very easy to use.

<https://www.fairfaxcounty.gov/landdevelopment/wall-bracing>. (Ref. 2015 IRC R602)

BPRRS5 ROOM

ROOM FUNCTIONS



REVIEW DETAILS

SUBMITTAL # FC-0065089.011222
Job Type: New Construction- Residential

REFER TO SHEET A102, Identify the function of all rooms shown on the floor plans

BPRRSG PLAT

SUBMIT APPROVED PLAT

REFER SHEET A001 INCOMPLETE SITE PLAN

Please submit one copy of the approved plat and the Site plan. Houses that have septic system or wells must have the Health Department sign before the Building Permit can be issued. (Ref. VCC 103.10)

BPRRSP EIFS

EIFS REQUIREMENT

Please clarify if you are installing an exterior insulation and finish system (EIFS) by providing the installation instructions for the product you are using. EIFS must comply with IRC Section R703.9. Please note that these systems must be inspected by a Fairfax

County approved Third Party Inspector. (Ref.

IRC R703.9)

R308.4

Please provide safety glazing at hazardous locations per IRC section 308.4 and 308.1

If you have any question, please e-mail at gcauxibry@safebuilt.com



REVIEW DETAILS

SUBMITTAL # BP-21-02015094.00292
Job Type: Residential

REVIEW DETAILS

Project Name: Hybrid Deck
Project Code: BP-21-02015
Project Address: 10326 Woburn Court
Project Details:
Customer: Orland Park, IL

REVIEW STATUS

Discipline	Status	Submitted Number
Structural	N/A	N/A
Building	Denied	BP-21-02015094.00292
Mechanical	N/A	N/A
Electrical	N/A	N/A
Plumbing	N/A	N/A
Fire	N/A	N/A
Zoning	N/A	N/A

QUALITY CONTROL

Approved



REVIEW DETAILS

SUBMITTAL # BP-21-02015094.00292
Job Type: Residential

DISPOSITION

Bulking(B) Reviewer

Keith Miller
Denial

Reason:

Date Completed : 11/2/2021 10:52:56 AM

Center beam is over spanned - maximum span for a (2)2x10 SYP beam is 6'4".

What type of lumber is being used?

The footings are too small - see notes on plans.

Footings for stringer support are not shown.

Is grill area cantilevered joists or are the footings not shown?

What is being used for proper beam end bearing next to house?

Beams need to bear on top of posts.

4. FIRM EXPERIENCE ON SIMILAR PROJECTS

SAFEbuilt Arizona, LLC (SAFEbuilt) has 30+ years of experience providing building department services to municipalities throughout the country, with plan review and inspections being the mainstays of our service offerings.

REFERENCES



Salt Lake City, UT **5/1/2020 - 4/20/2025**

Ken Anderson – Building Services Manager

Contract Value: \$1,250,000

451 South State Street Room 218

Salt Lake City, Utah 84111

801.535.7224 | ken.anderson@slcgov.com

Remote plan review services including remote structural plan engineering reviews, building plan reviews, and fire plan reviews



City of Bozeman, MT **9/27/2020 - 9/26/2023**

Josh Waldo – Fire Chief

Contract Value: \$450,000

121 N. Rouse Avenue

Bozeman, MT 59715

406.582.2351 | jwaldo@bozeman.net

Plan review services including building, mechanical, electrical, plumbing, fire plan review and building inspection services.



City of Meridian, ID **8/1/2018 - 9/30/2021**

Sam Zahorka, CBO

Contract Value: \$540,000

33. E. Broadway Ave., Suite 102

Meridian, Idaho 83642

208.489.0324 | szahorka@meridiancity.org

Remote plan review services including building plan review, energy plan review, accessibility plan review, structural plans and structural calculation review, electrical plan review, and mechanical and fuel gas plan review services.



City Middleton, ID **10/15/2020 - 10/14/2023**

Chris Grooms – Building Official

Contract Value: \$75,000

6 North Dewey Ave

Middleton, Idaho 83644

208.585.3133 | cgrooms@middletoncity.com

On Call Plan Review and Inspections



ADDITIONAL EXPERIENCE PERFORMING ELECTRONIC PLAN REVIEW FOR LOCAL GOVERNMENTS

SAFEbuilt has extensive experience working with communities of similar size, with similar needs. Even though the services you require are on demand, our team is ready to seamlessly provide code compliant plan reviews, continuing your positive image with residents and business. Working together with the COT, we will deliver services efficiently and accurately, meeting the needs presented in the RFQ.

SAFEbuilt is pleased to present the following summaries of similar projects for the City's review.

FAIRFAX COUNTY, VA – PLAN REVIEW SERVICES



- A. **MONTH AND YEAR PROJECT STARTED AND COMPLETION DATE:** March 2021 – Ongoing
- B. **CLIENT NAME, LOCATION, AND CONTACT INFORMATION:** Fairfax County, VA, Brooke Hardin, Community Development and Planning Director, 703.385.7821, brooke.hardin@fairfaxva.gov
- C. **ROLE OF THE FIRM AND THE RESPONSIBILITIES:** As the prime contractor, SAFEbuilt provides remote plan review services and permitting support for the County.
- D. **BUDGET:** Contract Value Not to Exceed \$250K Annually
- E. **GRAPHIC DESCRIPTION OF PROJECT:** Remote plan review of residential plans. One plan reviewer works this program (Gauher Chaudhry), supporting 15+ reviews per week. The team is supported by the National Plan Review Team as needed.
- F. **TOTAL COST AND/OR FEES PAID TO YOUR FIRM:** Annual Contract Value is \$250K
- G. **CHANGE ORDER PERCENTAGE:** 0%

DISTRICT OF COLUMBIA DEPARTMENT OF REGULATORY AFFAIRS (DCRA) – PLAN REVIEW & INSPECTIONS



- A. **MONTH AND YEAR PROJECT STARTED AND COMPLETION DATE:** April 2019 – Ongoing
- B. **CLIENT NAME, LOCATION, AND CONTACT INFORMATION:** City of Washington D.C., Department of Regulatory Affairs, Christopher Bailey, Deputy Chief Building Official, 202.442.4400, christopher.bailey@dc.gov
- C. **ROLE OF THE FIRM AND THE RESPONSIBILITIES:** As the prime contractor, SAFEbuilt provides plan review and inspection services for DCRA.
- D. **BUDGET:** Contract Value Not to Exceed \$950K Annually
- E. **GRAPHIC DESCRIPTION OF PROJECT:** The team includes three leads (all are ICC Master Code Professionals), and four inspectors/plans examiners. The team performs structural, mechanical, electrical, plumbing, fire protection, green building, energy, and elevator inspections and plan reviews. The team performs 100+ plan reviews per week for DCRA, and is supported by the National Plan Review Team as needed.
- F. **TOTAL COST AND/OR FEES PAID TO YOUR FIRM:** Annual Contract Value is \$950K
- G. **CHANGE ORDER PERCENTAGE:** 0%

SAFEbuilt has quick turnaround times, which gives our team more breathing room for processing plans. We are committed to providing our builders with a fast, seamless process without compromising our safety standards. Our partnership with SAFEbuilt helps us achieve that.

– Christopher Bailey, Deputy Building Official, Department of Consumer and Regulatory Affairs (DCRA) in Washington, D.C.



CITY OF WHEELING, WV – PLAN REVIEW SERVICES



- A. **MONTH AND YEAR PROJECT STARTED AND COMPLETION DATE:** May 2021 – Ongoing
- B. **CLIENT NAME, LOCATION, AND CONTACT INFORMATION:** City of Wheeling, WV, Ross Klicker, Community Development Director, 847.459.2620, rklicker@wheelingil.gov
- C. **ROLE OF THE FIRM AND THE RESPONSIBILITIES:** As the prime contractor, SAFEbuilt provides on-call plan review services remotely.
- D. **BUDGET:** Contract Value Not to Exceed \$30K Annually
- E. **GRAPHIC DESCRIPTION OF PROJECT:** SAFEbuilt plans examiners provide residential and commercial plan review services in both electronic and hard copy formats for the City. The team includes Andrew Bevin, Daljit Benipal, Neil Samaan, Ron Ross, and Perry Hendershott. SAFEbuilt typically works 10+ plan reviews for the City per week. The team is supported by the National Plan Review Team as needed.
- F. **TOTAL COST AND/OR FEES PAID TO YOUR FIRM:** Annual Contract Value is \$30K
- G. **CHANGE ORDER PERCENTAGE:** 0%

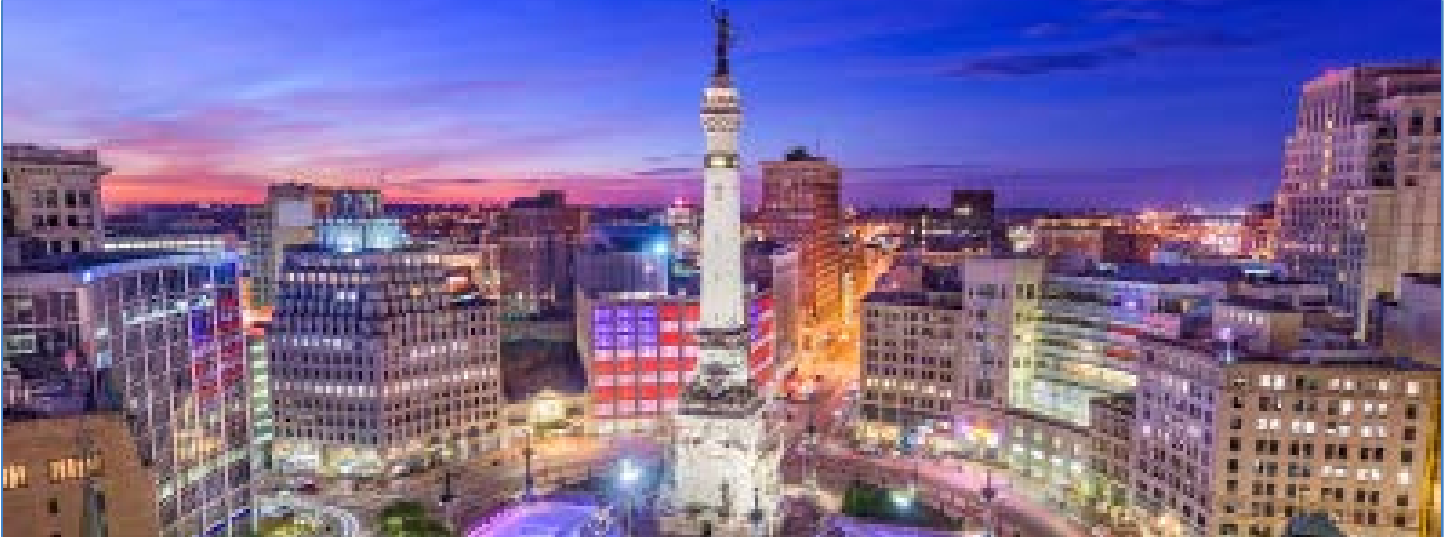
PRINCE GEORGE COUNTY, MD – REMOTE PLAN REVIEW SERVICES



- A. **MONTH AND YEAR PROJECT STARTED AND COMPLETION DATE:** July 2020 – Ongoing
- B. **CLIENT NAME, LOCATION, AND CONTACT INFORMATION:** Prince George's County, MD, Gary Cunningham, Deputy Director, 301.636.2020, gecunningham@co.pg.md.us
- C. **ROLE OF THE FIRM AND THE RESPONSIBILITIES:** As the prime contractor, SAFEbuilt provides on-call plan review services remotely.
- D. **BUDGET:** Contract Value Not to Exceed \$150K Annually
- E. **GRAPHIC DESCRIPTION OF PROJECT:** SAFEbuilt plans examiners provide fire/life safety, electrical, and mechanical plan reviews for the County. The team includes one plan reviewer, Ron Ross, performing 15+ plan reviews per week for the County. The team is supported by the National Plan Review Team as needed.
- F. **TOTAL COST AND/OR FEES PAID TO YOUR FIRM:** Annual Contract Value is \$150K
- G. **CHANGE ORDER PERCENTAGE:** 0%



CITY OF INDIANAPOLIS, IN – ON-CALL PLAN REVIEW SERVICES



- A. **MONTH AND YEAR PROJECT STARTED AND COMPLETION DATE:** July 2018 – Ongoing
- B. **CLIENT NAME, LOCATION, AND CONTACT INFORMATION:** City of Indianapolis, IN, Apryl McMiller, Building Code Analysis Manager, 317.327.5355, apryl.mcmiller@indy.gov
- C. **ROLE OF THE FIRM AND THE RESPONSIBILITIES:** As the prime contractor, SAFEbuilt provides on-call plan review services remotely.
- D. **BUDGET:** Contract Value Not to Exceed \$280K Annually
- E. **GRAPHIC DESCRIPTION OF PROJECT:** SAFEbuilt plans examiners provide structural plan review for the City. The team includes three plan reviewers who typically perform 20+ reviews a week for the City. The team is supported by the National Plan Review Team as needed.
- F. **TOTAL COST AND/OR FEES PAID TO YOUR FIRM:** Annual Contract Value is \$280K
- G. **CHANGE ORDER PERCENTAGE:** 0%



VISIT OUR NEWSROOM FOR MORE

Please visit our newsroom to learn more about some of our recent plan review contracts.



"The City of Harvey, Illinois ready for growth in the new year with partnership with SAFEbuilt"

January 6, 2022

<https://safebuilt.com/about/newsroom/harveyil>



"Tuscola County Partners with SAFEbuilt to Enhance their Building Department Experience"

October 12, 2021

<https://safebuilt.com/about/newsroom/tuscola-county-partners-with-safebuilt-to-enhance-their-building-department-experience>



"Arlington, WA Leverages SAFEbuilt in Response to Increasing Demand for Commercial Projects"

May 6, 2021

<https://safebuilt.com/about/newsroom/arlington>



"City of Dallas, TX Utilizes SAFEbuilt to Help Clear Permit Backlog"

April 22, 2021

<https://safebuilt.com/about/newsroom/city-of-dallas-tx-utilizes-safebuilt-to-help-clear-permit-backlog>



"SAFEbuilt and DCRA to Continue Partnership, Expand Services"

April 13, 2021

<https://safebuilt.com/about/newsroom/safebuilt-and-dcra-to-continue-partnership-expand-services>



"SAFEbuilt Elevates Service on Commercial Plan Reviews While Lowering Costs in DuPage County, IL"

March 9, 2021

<https://safebuilt.com/about/newsroom/dupage-county>



"SAFEbuilt Helps Village of Hampshire Offer a Superior Experience"

January 21, 2021

<https://safebuilt.com/about/newsroom/safebuilt-helps-village-of-hampshire-offer-a-superior-experience>

5. APPENDIX

ACCEPTANCE OF CITY CONTRACT AND AGREEMENT TERMS

The SAFEbuilt Contract and Legal team have carefully reviewed the contract terms presented in the Sample Agreement in the RFQ. We respectfully request the following modifications to the agreement terms:

Page 32 - H.22. Indemnification -

INDEMNIFICATION: To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all third party allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City.

If Consultant or any of Consultant's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Consultant shall indemnify the City from and shall pay any assessed tax penalty.



OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

SAFEbuilt, LLC

Company Name

444 North Cleveland, Suite 444

Address

Loveland, CO 80537

City State Zip

Gary Amato
Signature of Person Authorized to Sign

Printed Name

Gary Amato, CAO

Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

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. 222849-05.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 28th day of December 2022

Regina Nassen for

As Tucson City Attorney and not personally
personally

Awarded:

This 23rd day of December 2022

Dan Longanecker for

As Director of Business Services and not

6. RFQ # 222849



CITY OF TUCSON
REQUEST FOR QUALIFICATIONS

222849

ON CALL PLAN REVIEW SERVICES

Due Date: Monday, May 23, 2022

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/18080>

PUBLISH DATE: April 14, 2022

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR QUALIFICATIONS NO. 222849
Page 2 of 43
RESPONSIBLE CONTRACT OFFICER: Maritza Felix
PH: (520) 837-4107

Attachments:

- A - OFFER AND ACCEPTANCE.RFQ
- B - SBE Program Provisions
- E - OMNIA Cooperative Language

A. NOTICE OF REQUEST FOR QUALIFICATIONS

A.1. City of Tucson

NOTICE OF REQUEST FOR QUALIFICATIONS NO. 222849

ON CALL PROFESSIONAL SERVICES FOR On Call Plan Review Services

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT" is conducting a competitive One-Step Process process to retain up to EIGHT (8) Firms to provide Expedited plan review services. The City is seeking firms (hereinafter referred to as "Consultant") to provide consultant services in the form of a multi-disciplinary team. The estimated annual budget for these contracts is 3,000,000.00.. Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Consultant's services will be required.

COT invites interested firms to submit written Statements of Qualifications (SOQ's) relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firm(s) determined to be best qualified will then be invited to enter into negotiations with COT for billing rates under the contract. (Selection Plan: i.e.EIGHT FIRMS will be selected.)

Questions must be addressed to the Contract Officer listed above.

SUBMITTAL DUE DATE: Monday, May 23, 2022AT 2:00 pm LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, April 28, 2022

TIME: 1:00 pm

LOCATION: Virtual Team Meeting https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGJmY2Y5MTQtMzI3NC00NjVhLTg1Y2UtODUwNjY2ZGU1ZTJi%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%229236485a-e235-4796-b69f-4eec05422ed4%22%7d Call in #: 1-213-293-2303 Conference ID#: 272 787 078#

QUESTIONS SHALL BE DIRECTED TO: Maritza Felix

PHONE NUMBER: (520) 837-4107

EMAIL ADDRESS: maritza.felix@tucsonaz.gov

Publication Dates: Thursday, March 31, 2022 and Thursday, April 7, 2022 published in The Daily Territorial

B. INTRODUCTION

B.1. Summary

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT" is conducting a competitive ONE-STEP process to retain approximately EIGHT (8) CONSULTANTS to perform expedited plan review on an "as-needed", "if-needed" basis, as specified herein. The successful consultants may perform Internal 2nd Party Plan Review, Bundled 2nd Party Plan Review, and/or External 3rd Party Plan Review for the Planning and Development Services Department (PDSD) at COT. The successful consultants may also perform similar work for Participating Public Agencies as well as other engineering or non-engineering services. The scope of services provided by successful consultants can vary based on the expertise of each consultant.

The estimated annual budget for this project is \$3,000,000 . The estimated annual budget is not a cap; Participating Public Agencies do not have a not to exceed cap unless established by that Participating Public Agency. Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Consultant's services will be required.

B.2. Contact Information

Maritza Felix

Senior Contract Officer

201 N Stone Avenue

6th Floor North

Tucson, AZ 85701

Email: maritza.felix@tucsonaz.gov

Phone: [\(520\) 837-4107](tel:(520)837-4107)

Department:

Development Services

C. SCOPE OF WORK

C.1. Introduction

The City of Tucson, hereinafter referred to as “City”, intends to hire approximately EIGHT (8) consultants to perform expedited plan review on an “as-needed”, “if-needed” basis, as specified herein. The successful consultants may perform Internal 2nd Party Plan Review, Bundled 2nd Party Plan Review, and/or External 3rd Party Plan Review for the Planning and Development Services Department (PDS) at COT. The successful consultants may also perform similar work for Participating Public Agencies as well as other engineering or non-engineering services. The scope of services provided by successful consultants can vary based on the expertise of each consultant.

C.2. Cooperative Contract- OMNIA

The City of Tucson, as the Principal Procurement Agency, defined in Attachment E, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies locally, regionally, and/or nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment E, or as otherwise agreed to. Attachment E contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, OMNIA participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing, and sales commitments from the Consultant, OMNIA Partners provides marketing and administrative support for the Consultant that directly promotes the Consultant’s services and products to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Consultant benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Consultant’s need to respond to additional competitive solicitations. As such, the Consultant must be able to accommodate a demand for services, whether it be local, regional, or nationwide, and to fulfill

obligations as either a local, regional, or nationwide Consultant and respond to the OMNIA Partners documents (Attachment E).

The City of Tucson anticipates spending approximately \$15,000,000 over the full potential Master Agreement term for On-Call Plan Review Services. While no minimum volume is guaranteed to the Consultant, the estimated annual volume of On-Call Plan Review Services purchased under the Master Agreement through OMNIA Partners is approximately \$3,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

C.3. Additional and Related Work

Although this solicitation reflects the needs and requirements of the City of Tucson, OMNIA Partners Participating Public Agencies may have differing requirements. The awarded consultant(s) may have the ability to offer their comprehensive offering to Participating Public Agencies. Services may include but are not limited to providing expedited review of plans and specifications to determine constructability and verify construction estimates; permit technician services; planning manager services; GIS services; independent cost estimating; inspection and permit services; fire planning; surveying; site review and seismic planning; consulting/management or design services; general value engineering services, and other services and/or products. These services may vary and may be performed on an as needed basis as individual Work Orders.

C.4. Detailed Services

A. REQUIREMENTS

A. Consultants shall adhere to all applicable requirements while performing work under this Contract, as specified in Chapter 1 of the International Building Code, the most current and applicable building codes with the respective local amendments, Development Standards, and the Floodplain Ordinance; as well as with the applicable Arizona Revised Statutes; and any other applicable codes and manuals; as they may apply to the services provided.

B. Consultant's responsible supervisor(s) shall be registered by the State of Arizona to practice the services required herein. Plan reviewers shall be certified as such by the International Code Council (ICC) or shall be a registered architect or engineer in the State of Arizona. Registration and/or Certification number is to be submitted to Development Services annually. Participating Public Agencies in other states, may not deem plan review or other services as professional services in which case Participating Public Agencies have the discretion as to whether a registered architect or engineer is either required, a benefit, or not necessary.

B. GENERAL

A. The Consultant shall perform plan review for conformance with the applicable Trade Codes (Adopted Building, Fire, Existing Building, Electrical, Mechanical, Plumbing, Energy Conservation and Outdoor Lighting Codes), Accessibility Standards, General Plan, Land Use Code, Unified Development Code, Development Standards and Floodplain Ordinance, local ordinances, Arizona Revised Statutes, and any other relevant laws and regulations, and related functions for the City in accordance with the terms

described herein. Consultant understands and agrees that this is not an exclusive contract. The City's authorized staff will determine when to utilize the services described herein.

Other work performed for Participating Public Agencies will also conform with applicable Trade Codes, local ordinances, state statutes, and any other relevant laws and regulations, and related functions for the Participating Public Agency.

C. QUALITY OF WORK

A. The Consultant shall be responsible for the completeness and accuracy of all services rendered, and for the correction of all errors and omissions committed while performing said services, at no additional cost to the City of Tucson or Participating Public Agency (unless agreed to in writing by Participating Public Agency).

D. DOCUMENTATION

A. All calculations, notes, and documents produced by the Consultant while performing under this contract shall be presented to and shall become property of the City or Participating Public Agency. The Consultant may retain the originals and prepare copies of said documents for the City or the Participating Public Agency at the Consultant's expense.

E. PLANS & SPECIFICATIONS

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. The City shall provide the Consultant with one set of plans, specifications, calculations and any other related documents to the Consultant at no charge. The City may provide these documents in an electronic format.

B. Consultant may make copies of said documents, at their expense, to use as a check set and note corrections/changes required to meet the applicable codes, ordinances, etc.

C. The consultant shall retain all noted check sets and related documents for a period of at least twelve (12) months from the date of approval.

F. PLAN REVIEW FINDINGS AND APPROVAL

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. The Consultant, upon completion of the inspections of the review shall submit to the PDSD and the applicant, if applicable for External (3rd Party) reviews, a written itemized list, in a mutually agreed upon format, which describes all the necessary corrections. The Consultant may also make corrections in writing to the permit card information and notify the City of such.

B. Should the consultant find the submitted comments in compliance with all of the applicable codes, ordinances, etc., related to the applicable plan review, an approval letter signed by the consultant shall be forwarded to the Planning and Development Services Department and the applicant, and the consultant shall approve the appropriate plan review record and the plans.

G. ADVICE AND CONSULTATION

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. The Consultant shall be available, during City working hours, to the Planning and Development Services Department staff for advice and consultation services regarding the interpretation of the review documents, and review comments during the course of this Contract, at no additional expense to the City.

B. Within 24 hours upon request by the Planning and Development Services Department, the Consultant shall be available during City working hours for conference with applicants and owners to answer questions regarding the plan review comments produced under this Contract.

H. WORK LOCATION

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. The City will not provide any workspace, facilities, or equipment for the purpose of plan review, except for scheduled conferences and single trade Internal (2nd Party) reviews which shall may take place at PDSO.

I. CONFLICT OF INTEREST

A. The Consultant shall not have a private or personal interest in the plans under review. See City of Tucson Administrative Directive No. 2.02-14 for further discussion on "Conflict of interest".

J. INTERNAL 2ND PARTY PLAN REVIEW AND INSPECTION

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. Under an Internal 2nd Party Plan Review, the consultant shall supplement PDSO review staff to meet plan check and processing requirements. The Consultant shall be responsible for processing and/or reviewing plans for compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical Codes, Energy, Accessibility, Civil Engineering, Zoning, and Fire reviews. The City of Tucson will typically complete Civil Engineering, Zoning, and Fire reviews but may assign to the Consultant pending appropriate available expertise and at the discretion of the City. Internal 2nd Party Plan Review services shall be performed remotely except where customer service assistance is needed to support front counter operations.

B. Under an Internal 2nd Party Inspection, the consultant shall supplement PDSO inspection staff to meet field inspection requirements. The Consultant shall be responsible for inspecting projects for compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical Codes, Energy, and Accessibility inspections, Civil Engineering, Zoning, and Fire reviews. The City of Tucson will typically complete Civil Engineering, Zoning, and Fire inspections but may assign to the Consultant pending appropriate available expertise and at the discretion of the City. Internal 2nd Party Inspections services may be performed remotely except where on-site inspections are required based on inspection type or at the discretion of the City.

C. Under a fixed-rate inspection, the consultant shall perform remote video inspections for the City of Tucson. The consultant shall be responsible for verifying compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical, Energy, and Accessibility inspections. The scope of fixed-rate inspections shall

be limited in complexity such that a comprehensive inspection can be completed in 30 minutes or less. Examples of fixed-rate inspections shall include, but not limited to, residential rooftop solar, water heater installation, residential heating and cooling equipment, and minor utility repairs. The consultant shall be responsible to provide computers, monitors, software, and associated equipment to their own staff in order to perform inspections through remote video means in a fashion that is acceptable to City of Tucson standards. The consultant shall coordinate with the City for transfer of information related to the project, approved construction documents, inspection results, inspection reports, and utility clearances as necessary. The quantity of fixed-rate inspections assigned to the consultant each day shall be agreed upon by both parties in advance and shall be no less than ten (10) remote video inspections per day.

K. BUNDLED 2ND PARTY PLAN REVIEW

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. When PDSO has determined that a certain project should be sent to the Consultant for a Bundled 2nd Party Plan Review, the consultant shall be notified. Electronic transfer of construction documents and supporting materials shall be arranged by the City of Tucson. Bundled 2nd Party Plan Review shall be identified in four categories as follows.

1. All Building codes review – Includes Building, Plumbing, Mechanical, Electrical, Energy, and Accessibility
2. Building and Fire
3. Building and Site – Includes Civil Engineering and Zoning
4. Building, Site, and Fire

B. Unless approved otherwise by PDSO, the plan review shall be completed no later than five (5) working days for residential and ten (10) working days for commercial plans with valuations up to \$2,000,000.00 from the date of notification. The review period for plans having a valuation over \$2,000,000.00 shall be twenty (20) working days or negotiated prior to issuance of the notice to proceed.

Failure to meet the established review deadlines may be cause for the City seeking contractual remedies including and up to contract termination.

C. It is the City's intent to issue work assignments to a pool of up to EIGHT (8) consultants on a rotating/sequential basis as needed. Should the consultant not be able to perform such services, for any reason, at the time of assignment, then the work may be assigned to the next consultant in line, and the Consultant shall be moved to the bottom of the list.

However, circumstances may warrant that work assignments may not be issued on a rotating/sequential basis and instead shall be issued in a manner that is in the best interest of the City.

In some cases, a single-trade review will be requested by PDSO. Those reviews will be considered Internal 2nd Party Plan Review process at an hourly rate.

L. EXTERNAL 3RD PARTY PLAN REVIEW

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. Any permit applicant, pending PDSO approval, may be allowed to use the Consultants services under an External or 3rd Party Plan Review. The consultant shall contract independently with the applicant and the review fee will be negotiated between the review agency and the client (not PDSO). The consultant's contract shall identify in addition:

1. PDSO reserves the right to limit by valuation any plan or project taken to 3rd Party.
2. Valuations are determined by the PDSO Director.
3. Plans shall be submitted to PDSO and must indicate which reviews are being completed by the 3rd party, and have the contract signed prior to review by the review agency.
4. If an applicant chooses to use third party plan review, they must use an entity which is on the PDSO list of active 3rd party plan review agencies.
5. If an applicant uses 3rd party review, they are responsible for:
 - a. Tracking their plan at the 3rd party review agency.
 - b. Obtaining review comments from the 3rd party review agency and not Development Services.
 - c. Managing the review performance of the 3rd party plan review agency since in most instances the 3rd party plan review agency will require the execution of a separate contract between itself and the party utilizing their services.
 - d. Dealing with any payment, timing of review, or quality of review disputes arising from use of 3rd party plan review or the third-party plan review agency.

C.5. III. COMPENSATION AND METHOD OF PAYMENT FOR INTERNAL (2ND PARTY) SERVICES

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. INTERNAL (2ND PARTY) PLAN REVIEW AND INSPECTIONS FOR PDSO

A. In consideration of the performance of the services described in the Scope of Services, the City shall pay the Contractor a fee based on either the PDSO standard hourly rate sum or according to the following rates of compensation, as may be applicable to the particular area or areas contracted for by the City:

1. Bundled Plan review: to be negotiated
2. Partial Reviews:
 - Building (Structural, Architectural, and Accessibility) at 40% of the plan review fee as established, and as may be revised by the City.
 - Electrical (Electrical and Outdoor Lighting) at 10% of the plan review fee as established, and as may be revised by the City.
 - Plumbing, Mechanical, and Energy Conservation at 10% each of the plan review fee as established, and as may be revised by the City.
 - Fire at 10% of the plan review fee as established, and as may be revised by the City.

- Site at 25% of the plan review fee as established, and as may be revised by the City

3. Fixed-rate Inspections:

Remote video inspections for limited scope projects as outlined in Section II shall be performed at a rate of \$35 per inspection, and as may be revised by the City.

B. INVOICING

A. The invoice, valuation table and/or the hourly rate of review and number of review hours are to be provided at the time the plans are returned to Development Service. The Planning and Development Service activity number, and the address of the project are to be clearly stated on the invoice.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Business Services: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

D.2. PRE-SUBMITTAL CONFERENCE

If scheduled, the date and time of a Pre-submittal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-submittal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Qualifications due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Qualifications. Oral statements or instructions will not constitute an amendment to this Request for Qualifications.

D.3. INQUIRIES

Any question related to the Request for Qualifications shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in

writing. Offerors are encouraged to submit written questions via electronic mail, at least five days prior to the submittal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Qualifications number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Qualifications will be binding.

D.4. AMENDMENT OF REQUEST FOR QUALIFICATIONS

The Offeror shall acknowledge receipt of a Request for Qualifications Amendment by signing and submitting the document through the City's online bidding system by the specified due date and time.

D.5. FAMILIARIZATION OF SCOPE OF WORK

Before submitting a statement of qualifications, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a statement of qualifications will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

D.6. PREPARATION OF STATEMENT OF QUALIFICATIONS

- A. All submittals shall be on the forms provided in this Request for Qualifications package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your statement of qualification should include the signed Offer form, signed copies of any solicitation amendments and your response to all evaluation criteria.
- C. The Offer page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer Page, solicitation Amendment(s), or cover letter accompanying the submittal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the submittal shall initial erasure, interlineations or other modifications on the submittal.
- E. It is the responsibility of all offerors to examine the entire Request for Qualification package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time.
- F. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- G. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

D.7. SUBMITTAL FORMAT

A statement of qualifications should be submitted on the forms and in the format specified in the solicitation. Any information that the offeror requested to be held as confidential shall be clearly marked as such. The material should be in sequence and related to the solicitation. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer Form, all signed amendments, and the offeror's response to the Evaluation Criteria. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal

D.8. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Qualifications is an offer to contract with the City based upon the contract provisions contained in the City's Request for Qualifications, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of the Director or his designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

D.9. PUBLIC RECORD

All statements of qualifications submitted in response to this Request for Qualifications shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

D.10. CONFIDENTIAL INFORMATION

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a submittal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

D.11. CERTIFICATION

By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

D.12. WHERE TO SUBMIT STATEMENT OF QUALIFICATION

Statement of Qualifications for the specified material or service shall be received electronically by the Business Services Department at <https://www.tucsonaz.gov/bsd/> until the date and time cited.

Offerors shall submit their statement of qualifications to the Business Services Department on or before the day and hour set for the Submittal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link:

<https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf>.

D.13. LATE SUBMITTALS

Late submittals will be rejected.

D.14. OFFER PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the submittal due date and time.

D.15. WITHDRAWAL OF SUBMITTAL

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the submittal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

D.16. CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the City may enter into negotiations with the top ranked Offeror to determine fees, and to negotiate any other portion of the Contract deemed by the City to be necessary. In the event that the City is not able to negotiate successfully with the top ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the City is not able to negotiate successfully with the next ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror whose submittal and subsequent negotiation is most advantageous to the City

D.17. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

D.18. CITY OF TUCSON BUSINESS LICENSE

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

D.19. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

D.20. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Qualification, the City reserves the right to:

- A. waive any immaterial defect or informality; or
- B. reject any or all proposals, or portions thereof; or
- C. reissue the Request for Qualifications.

A response to this solicitation is an offer to enter into negotiations and contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Submittals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation amendment, a contract amendment, or by mutually agreed terms and conditions in the final contract documents

D.21. SUBMITTAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

D.22. PROTESTS

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Qualification shall be received at the Business Services Department not less than five (5)

working days before the Request for Qualification due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Qualification or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

D.23. REQUEST FOR QUALIFICATION

- A. An appropriately qualified selection committee shall evaluate the statements of qualifications and performance data that are submitted in response to the City's request for qualifications for the proposed contract.
- B. If determined by the City and included by the City in the request for qualifications, conduct discussions with at least the number of persons or firms to be included on the short list as stated in the request for qualifications but not more than the number of persons or firms to be included on the short list plus two as specified in the request for qualifications regarding the contract and the relative methods of approach for furnishing the required professional services or construction services.
- C. In order of preference, based on criteria established and published by the selection committee and included in the request for qualifications, select a short list of persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services. The number of persons or firms on the short list shall be the number of persons or firms specified in the request for qualifications. Those firms may then be asked to provide Presentations/Interviews with the selection committee. Criteria for the Presentation/Interviews may be different than those listed in the RFQ with the Interviewees being provided the criteria and weighting prior to the Presentations/Interviews.
- D. The City shall enter into negotiations for a contract with the highest qualified person or firm for the professional services or for the construction services. The negotiations shall include consideration of compensation and other contract terms that the City determines to be fair and reasonable to the City. In making this decision, the City shall take into account the estimated value, the scope, the complexity and the nature of the professional services or construction services to be rendered. If the City is not able to negotiate a satisfactory contract with the person or firm considered to be the most qualified at compensation and other contract terms the City determines to be fair and reasonable, the City shall formally terminate negotiations with that person or firm. The City may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all persons or firms on the short list. If a contract for construction services is entered into pursuant to this subsection, construction shall not commence until the City and contractor agree in writing on a fixed price or a guaranteed maximum price for the construction to be commenced.

E. The contract file shall contain the basis on which the award is made.

E. SELECTION PROCESS

E.1. SELECTION PROCESS

The selection process is provided below:

- One-Step - Statement of Qualifications (SOQ)
 - For One-Step solicitations, a qualified committee will evaluate the SOQ's submitted and determine the offeror(s) most qualified to enter into negotiations for a contract.

F. SPECIAL TERMS AND CONDITIONS

F.1. CONTRACT TERM AND RENEWAL

The term of this contract shall commence upon award and shall remain in effect for a period of ONE (1) year, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the parties shall have the right, to renew the Contract for TWO (2) ADDITIONAL TWO (2) YEAR periods, or portions thereof. In the event that the parties exercise such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

F.2. SOFTWARE COMPATIBILITY

For the purposes of aiding the Consultant in the performance of their obligation under this Contract, the City shall furnish upon request all relevant data in the City's possession and shall direct City officers, agents and employees to render all reasonable assistance to Consultant in connection with Consultants performance under this Contract. The provision of such aid, assistance, information or services as received from the City shall in no way relieve the Consultant from obligations under this Contract. The City does not warrant the compatibility of City furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

F.3. NOTICE TO PROCEED

The Consultant agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

F.4. PRINCIPAL CONSULTANT'S RESPONSIBILITY

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the City shall consider the extent to which the Consultant may be reasonably liable.

Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Contract.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of Arizona.

Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration.

The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the City.

By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

F.5. DRAWING, STANDARD DETAILS, ETC.

City of Tucson drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the City. The City will furnish the Consultant with copies of the necessary standard City documents. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.

F.6. ADVICE AND CONSULTATION

The Consultant shall be available to the City for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.

F.7. PUBLIC HEARINGS

The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.

F.8. TIME RECORDS

The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The City shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

F.9. WORK SCHEDULE

The consultant shall adhere to any and all work schedules developed under this contract. The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Consultant is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised

schedule and submit the same to the City for review and approval. It shall be the sole option of the City to approve any such requests. The City shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.

F.10. ADDITIONAL COMPENSATION

The Contractor shall submit a written proposal and secure the City Director of Business Services' written approval of same prior to the performance by the Consultant of any work for which additional compensation will be requested.

Without the City Director of Business Services' prior written approval of the proposed work and the fee therefore, the City will not consider payment of any sums other than those already set forth under this Contract.

F.11. OTHER CONTRACTS

The City may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other contractors and consultants and with City employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other contractors.

F.12. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the City shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the City only in accordance with those same rates.

The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.

F.13. INVOICING

The City will pay the Contractor following the submission of an itemized invoice(s) on the prescribed form as provided by the Contract Representative. Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested. The invoice shall be submitted based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment shall be made.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

Invoices shall be submitted to the City's Project Manager within 30 calendar days of the end of the month for all actual work completed for the billing period performed during the preceding month. The invoice to the City shall include invoices for sub-consultants for the same billing period included by the Contractor. The invoices shall be accompanied by any required labor and reporting forms.

F.14. SBE PROGRAM REQUIREMENTS

The SBE participation goal for this project will be evaluated during the negotiation phase prior to award.

Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Prime Consultant shall submit to the Business Services Department, Business Enterprise & Compliance Program, either a completed statement of proposed SBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The SBE Plan must include:

- A. The name of the SBE subcontractors/suppliers;
- B. The type and scope of work or service each SBE will perform;
- C. The dollar value of each SBE's subcontract;
- D. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
- E. The total dollar value of SBE work performed and percentage of the contract value;
- F. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver request must be in place prior to issuance of Notice To Proceed (NTP).

A signed offer in response to this RFQ represents the offerors intent to comply with the SBE program.

See APPENDIX A - SBE Program Provisions for Professional Services

F.15. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Business Services Department upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

F.16. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The City encourages the Contractor to hire or subcontract if necessary in order to provide the best personnel. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

F.17. DIRECT EXPENSES

Estimated direct expenses shall be submitted to the Project Manager prior to authorization to proceed. All direct expenses will be compensated at cost with no markup. Travel, mileage and per diem expenses shall be in accordance with General Services Administration (GSA) rates for the Tucson area or for the area that travel is taking place. Vehicle usage, lodging, and per diem expenses for the Contractor's out of town staff or sub-consultants must be identified and approved in the Contractor's cost proposal. Estimated travel expenses shall be submitted to the Project Manager for approval prior to authorization of specific travel. Contractor will make every effort to minimize or eliminate the need for direct expenses and will actively pursue options to consolidate travel/lodging expenses whenever possible.

Contractor shall not be reimbursed for normal business use mileage within Pima County. Contractor shall consider normal computer and telephone usage for daily activities as a part of overhead.

Travel expenses are limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Contractor is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Contractor shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. Contractor is responsible for utilizing the appropriate per diem rates for locations outside of Tucson where travel is taking place. In addition, Contractor is responsible for utilizing updated Per Diem Rates for subsequent Fiscal Years.

F.18. RATE ADJUSTMENT

The City will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract extension.

F.19. SECURITY REQUIREMENT

By acceptance of this contract, the Consultant agrees that, at the City's sole discretion, any and all Consultant employees, or sub-consultants, who will perform services on site at designated secure facilities, including but not limited to Tucson Water Department (TW) facilities, must successfully pass a background check and be issued appropriate identification prior to commencement of work at subject facilities.

G. INSURANCE REQUIREMENTS

G.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.

G.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

G.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

G.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.

G.5. Professional Liability (Errors & Omissions)

Each Claim: \$1,000,000

Annual Aggregate: \$2,000,000

G.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.

G.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.

G.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.

G.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.

G.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.

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.

G.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.

G.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.

H. STANDARD TERMS AND CONDITIONS

H.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Business Services.

H.2. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.3. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

H.4. APPLICABLE LAW

This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

H.5. ARBITRATION

It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

H.6. ASSIGNMENT-DELEGATION

No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

H.7. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

H.8. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

H.9. COMMENCEMENT OF WORK

The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

H.10. CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

H.11. CONFLICT OF INTEREST

Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.

H.12. CONTRACT MODIFICATIONS

No work outside of the contracted scope of work shall begin without an executed Contract Amendment and a written Notice to Proceed. Contractor shall notify COT immediately when projected hours for individuals under contract are within no less than 20% of exceeding the proposed hours. All direction regarding tasks, deliverables and level of effort shall originate with the designated City Project Manager/Contract Representative or the Business Services Department. No direction shall be taken from, nor shall any work commence with direction from, any other party.

H.13. CONTRACT AMENDMENTS

The Business Services Department has the sole authority to:

- A. Amend the contract or enter into supplemental verbal or written agreements;
- B. Grant time extensions or contract renewals;
- C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Business Services Department. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

H.14. CONTRACT

The Contract shall be based upon the Request for Qualifications issued by the City and the Offer submitted by the Contractor in response to the Request for Qualifications. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Business Services, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

H.15. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

H.16. DUPLEXED/RECYCLED PAPER

In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

H.17. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

H.18. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor

shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

H.19. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

H.20. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

H.21. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.22. INDEMNIFICATION

INDEMNIFICATION: To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions

caused in whole or part by Consultant relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City.

If Consultant or any of Consultant's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Consultant shall indemnify the City from and shall pay any assessed tax penalty.

H.23. INDEPENDENT CONTRACTOR

It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

H.24. INSPECTION AND ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

H.25. INTERPRETATION-PAROLE EVIDENCE

This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

H.26. LICENSES

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

H.27. LIENS

All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

H.28. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

H.29. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

H.30. OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

H.31. PATENT INFRINGEMENT

The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

If appropriate, the Consultant shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

H.32. PAYMENT

The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices

by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

H.33. PROTECTION OF GOVERNMENT PROPERTY

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

H.34. PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

H.35. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

H.36. RIGHT TO ASSURANCE

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

H.37. RIGHT TO INSPECT

The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

H.38. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

H.39. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

H.40. SHIPMENT UNDER RESERVATION PROHIBITED

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

H.41. SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

H.42. SUBSEQUENT EMPLOYMENT

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

H.43. SUSPENSION OF WORK

- A. The City may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City.
- B. The Consultant agrees that no charges or claims for damages shall be made against the City for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the City of any of the rights herein.

H.44. TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

H.45. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

H.46. WARRANTIES

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

I. VENDOR QUESTIONNAIRE

I.1. Forms to be filled out.

Cover Letter*

Please upload your Cover Letter.

*Response required

Statement of Qualifications in response to the Evaluation Criteria*

Please upload your Statement of Qualifications in response to the Evaluation Criteria.

*Response required

Offer Page*

Please upload your offer page. Providing contact information and signed requiring that the selected firm agree to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

*Response required

I.2. Business License

Does your firm have a business license?

Yes

No

If yes, please upload the business license here.

J. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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<p>1.</p>	<p>Experience and Qualifications of Team</p> <p>A. Provide experience and qualifications of key team members including any licenses, registrations, or certifications applicable to the proposed work. Identify team experience on similar projects and the extent of team involvement including time commitment. Additionally, provide any other applicable details, licenses, or other applicable information as it relates to work that can be performed outside of Arizona. Please include the following:</p> <ul style="list-style-type: none"> • Responsible principal and primary staff shall present evidence of “hands on” experience in site design, engineering, hydrology, and structural design and code review of the following disciplines: planning, floodplain, technical building codes, accessibility guidelines and Development Standards. • Demonstrate specific experience and qualifications in Electrical, Plumbing and Mechanical review. <p>B. Provide a response to the national or regional program.</p> <p>Include a detailed response to Attachment I, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national or regional presence, describe how Offeror will educate its staff and sales force about the contract, describe how products and services will be distributed nationwide or regionally, include a plan for marketing the products and service nationwide or across the region, and describe how volume will be tracked and reported to OMNIA Partners.</p> <p>b. Should the successful Offeror participate in the cooperative program, Offeror will be required to sign Attachment I, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to the OMNIA Partners Administration Agreement.</p> <p>c. Include any additional sample agreements that a Participating Public Agency may be required to sign.</p> <p>d. The intent of this solicitation is to establish national or regional contract(s). If an Offeror is unable to propose a national program due to conflicts with legal obligations or coverage area, Offeror may indicate so and propose a regional or direct solution. The City of Tucson will evaluate responses in their</p>	<p>Points Based</p>	<p>30 <i>(30% of Total)</i></p>
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	entirety and determine award based on the most qualified proposal.		
2.	<p>Services and Qualifications of Firm</p> <p>A. Submit qualifications of the firm and explain why your firm is especially well qualified to perform the required services. Please identify the internal policies and procedures that will be used to assure a quality product and completion of the project on schedule and within budget. Include qualifications of any critical subconsultants or subcontractors. Please include the following items in your response:</p> <ul style="list-style-type: none"> • List any specific qualifications in supplying the specified services, including professional registration numbers and the ICC and AICP certificate numbers. <p>B. Please provide a description of all the services your firm can provide.</p>	Points Based	25 (25% of Total)
3.	<p>Available Resources to Complete the Project</p> <p>A. Describe the analytical tools, resources or methodologies commonly used by your firm that may be applicable to the project categories. Indicate the availability of the resources. Submit a typical Organizational Chart of personnel to be assigned to a project together with the specific aspects of the project to which the designated individual will be involved. The chart should show the estimated time commitments of project manager and core project staff as a percentage of the unit total time for a project. The chart should clearly show if team members are from local or other offices or from associated firms. Describe internal measures that will be used to ensure timely completion.</p>	Points Based	25 (25% of Total)
4.	<p>Firm Experience on Similar Projects</p> <p>A. Provide the experience of the proposed firm on similar contracts. Identify type and location of similar work to illustrate the work quality. List specific references that may be contacted. Include contact information. Show how the experience relates to the categories outlined.</p>	Points Based	20 (20% of Total)

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

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. _____.

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
personally

As Director of Business Services and not



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2022

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 RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: Symone White PHONE (A/C No. Ext): 312-856-9400 E-MAIL ADDRESS: swhite@rbninsurance.com		FAX (A/C, No): 312-856-9425
	INSURER(S) AFFORDING COVERAGE		
INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 444 Cleveland Ave, Suite 444 Loveland, CO 80537	SAFELLC-01		INSURER A : Hartford Fire Insurance Co.
			INSURER B : Hartford Casualty Insurance Co
			INSURER C : Great American E&S Ins. Co.
			INSURER D : Bridgeway Insurance Company
			INSURER E : Twin City Fire Insurance Co.
			INSURER F : Lexington Insurance Company

COVERAGES

CERTIFICATE NUMBER: 1162086802

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	83UENZV3951	10/3/2022	10/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	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	83UENPY9100	10/3/2022	10/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D F	<input 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 \$ 0			8E-A7-XL-0002079-01 011170891	10/3/2022 10/3/2022	10/3/2023 10/3/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	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 N	N/A	83WECE0623	5/12/2022	5/12/2023	<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
C	Professional Liability			TER 4495168	10/3/2022	10/3/2023	Each Claim/Aggregate 10,000,000

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

The City of Tucson is an Additional Insured as respects General Liability and Auto Liability as required by a written contract. The General Liability coverage is on a primary and non-contributory basis as required by a written contract. A Waiver of Subrogation in favor of the City of Tucson applies with respect to General Liability, Auto Liability, and Workers Compensation as required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Tucson Department of Procurement
 P. O. Box 27210
 Tucson AZ 85726-7210

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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ADDITIONAL REMARKS SCHEDULE

AGENCY RBN Insurance Services		NAMED INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 444 Cleveland Ave, Suite 444 Loveland, CO 80537	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Named Insureds (continued):

SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty 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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. 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.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) 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;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



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 stock insurance company member of The Hartford 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" 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.
- d. 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".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

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" or "property damage" 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 attorney 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 attorney 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:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) 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;

(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"; or

(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 51 feet long; and
 - (b) Not being used to carry persons 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;

(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"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

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) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

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. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to 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. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. 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 Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or 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.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion 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" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic 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, written or electronic 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.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

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 **a.**, **b.** and **c.** of the definition 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.

I. 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 metatags, 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. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. 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 Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or 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.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal 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:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) 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 \$1,000 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 appeal bonds or 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 \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to 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:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. 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. Employees And Volunteer Workers

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 that

"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 Paragraphs (1)(a) or (1)(b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such 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. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

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.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours 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 the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 180th 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.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "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;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) 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;
- (e) 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;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "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:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) 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.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their 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).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, 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 services by or for you, 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, 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:

- (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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

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 Most We Will Pay

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. General Aggregate Limit

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. Products-Completed Operations Aggregate Limit

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. Personal And Advertising Injury Limit

Subject to 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. Each Occurrence Limit

Subject to 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. Damage To Premises Rented To You Limit

Subject to 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, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 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.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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. Notice Of Occurrence Or Offense

You or any additional insured 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. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

c. Assistance And Cooperation Of The Insured

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. Obligations At The Insureds Own Cost

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.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

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 **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

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;

(4) Aircraft, Auto Or Watercraft

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;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

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

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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 the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
 - b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"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".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"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 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 a. above;
- (2) The activities of a person whose home is in the territory described in 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 the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"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.

12. **"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, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement 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, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) 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
- (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.

13. "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".

14. "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".

15. "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 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 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 vehicle that is 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".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "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 or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic 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, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "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.

19. "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.

20. "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.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
 - b. Created or used on; or
 - c. 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.

21. "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.

22. "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.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "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.

25. "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.

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

Policy Number: 83 WE CE0623

Endorsement Number:

Effective Date: 05/12/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: SAFEBUILT LLC

3755 PRECISION DR ST 140
LOVELAND CO 80538

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 from 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