



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/21/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

DLR Group Inc. (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Architectural and Engineering Services: Superior Court and Public Service Center Tenant Improvement Project (XSCPSC)

***Purpose:**

Award: Contract No. CT-CPO-24-041. The award of contract is recommended to the highest qualified consultant in the amount of \$1,841,856.00 for a contract term of 8/21/23 to 12/31/26 for the design of the Superior Court and Public Service Center Tenant Improvements. Administering Department: Project Design and Construction.

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2300013 was conducted in accordance with A.R.S. § 34-603 and Pima County Supervisors Policy D29.1. Six (6) responsive statement of qualifications were received and evaluated by a seven (7) member committee using qualifications and experience-based selection criteria. Based on the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of three (3) respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

To provide consistency of judicial service, align court operations, consolidate access to judicial service of the Superior Court, and add more court rooms to address public demand for judicial service to meet caseloads.

***Public Benefit:**

Consolidate court judicial functions to ensure a consistent response and that a standard level of judicial service is provided to the public.

***Metrics Available to Measure Performance:**

Evaluation of contractor development of spaces that meet court criteria for judicial space. Evaluation by project manager using criteria of, developing functional spaces, response to program criteria, maintaining the design within budget limitations, and adequacy of service through responsiveness by the contractor to stated program need.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: CPO Contract Number (i.e., 15-123): 24-041
 Commencement Date: 08/21/23 Termination Date: 12/31/26 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 1,841,856.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Certificates of Participation**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____
 Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No
 If Yes, is the Contract to a vendor or subrecipient? _____
 Were insurance or indemnity clauses modified? ☐ Yes ☒ No
 If Yes, attach Risk's approval.
 Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
 Is there revenue included? ☐ Yes ☐ No If Yes \$ _____
***Funding Source(s) required:** _____
 Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Procurement Officer Dawn Dargan Dawn Dargan is the Procurement Officer for the County of Santa Clara. Digitally signed by Dawn Dargan Date: 2023.07.31 09:45:18 -07'00' Division Manager Scott Loomis Digitally signed by Scott Loomis Date: 2023.07.28 11:57:20 -07'00'
 Department: Procurement Director Terri Spencer Digitally signed by Terri Spencer Date: 2023.07.31 09:45:18 -07'00' Telephone: 520-724-9071

Department Director Signature: Sheila Holben Date: 8/1/23
 Deputy County Administrator Signature: [Signature] Date: 8/2/2023
 County Administrator Signature: [Signature] Date: 8/2/2023



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: July 25, 2023

The Procurement Department hereby issues formal notice to respondents to Solicitation No. SFQ-PO-2300013 for Architectural and Engineering Design Services: Superior Court and Public Service Center Tenant Improvement (XSPSC) that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after August 21, 2023.

Award is recommended to the most qualified Respondent.

AWARDEE NAME

DLR Group, Inc.

OTHER RESPONDENT NAMES

Dick & Fritsche Design Group, Inc. dba DFDG Architecture
M. Arthur Gensler Jr. & Associates, Inc. dba Gensler

NOTE: Pursuant to A.R.S. §34-603(H), only the names of the firms on the final list may be disclosed.

Issued by: Dawn Dargan, Procurement Officer

Telephone Number: 520-724-9071

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

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

PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION DEPARTMENT

PROJECT: Architectural and Engineering Services: Superior Court and Public Service Center Tenant Improvement Project (XSCPSC)

CONSULTANT: DLR Group Inc.
6225 N. 24th Street, Suite 250
Phoenix, AZ 85016

CONTRACT NO.: CT-CPO-24-041

AMOUNT: \$1,841,856.00

FUNDING: Certificates of Participation

CONSULTANT SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and DLR Group Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Superior Court and Public Service Center Tenant Improvement Project ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. SFQ-PO-2300013 for Superior Court and Public Service Center Tenant Improvement Project (the Solicitation). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant's Response. Consultant's representations in response to Pima County Solicitation No. SFQ-PO-2300013, Consultant was determined to be the most qualified for this Project.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on August 21, 2023, and terminates on December 31, 2026, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services.

Consultant agrees to provide Architectural and Engineering Design Services for the County as described in Exhibit A – Scope of Services (13 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Article 5. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

4. Definitions.

- 4.1. Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by County.

- 4.2. Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with Article 5.
- 4.3. Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (19 pages).
- 4.5. Fee. Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. Labor Rates. Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant's fixed Fee.
- 4.9. Indirect Costs. Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Article 5 and Article 6.
- 5.2. Compensation Schedule. Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule. Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the Consultant's invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request. The

cumulative payment for the actual costs of any task may not be more than the “not to exceed” cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.

- 5.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$1,841,856.00.
- 5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 5.7. Invoice Adjustments. For the period of record retention required under Article 25, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. Additional Services. Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant's own risk. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in Exhibit B – Compensation Schedule. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.
- 5.9. Invoice Discrepancies. County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

6. Project Baseline and Adjustments.

- 6.1. Schedule. County and Consultant have agreed upon the Project scope and the total Cost Plus Fixed Fee and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e., design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- 6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may

delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:

- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County -caused delay; provided, however, that if the County -caused delay overlaps a period of delay attributable to any other cause, the extension for County -caused delay is limited to the number of non-overlapped days of County -caused delay.
 - 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
 - 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
 - 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
 - 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
 - 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
 - 6.2.7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- 6.3 Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

7. Reallocation of Funds.

- 7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.
- 7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost

savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:

- 7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County's department representative and the Consultant's project manager by written agreement.
- 7.2.2. Procurement Director. County's Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
- 7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.
- 7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.
- 8. **Insurance**. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that arise out of the performance of the work under this Contract.
 - 8.1. Ratings. Consultant's insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
 - 8.2. Insurance Coverages and Limits.
 - 8.2.1. Minimum Scope and Limits of Insurance: Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.
 - 8.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
 - 8.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
 - 8.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

Note: The Workers' Compensation requirement will not apply to a Consultant that is exempt under A.R.S. § 23-901, and when such Consultant executes the appropriate County Sole Proprietor or Independent Consultant waiver form.
 - 8.2.1.4. Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will

cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

- 8.2.1.5. Claims-Made Coverage. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of three years beginning at the time work under this Contract is completed.

8.3. Additional Insurance Requirements:

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

- 8.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.

- 8.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Consultant.

- 8.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded Consultant will be primary and that any insurance carried by the Department, its agents, officials, employees or County will be excess and not contributory insurance.

- 8.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Contract.

8.4. Notice of Cancellation:

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

8.5. Verification of Coverage:

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

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

- 8.5.2. All certificates required by this Contract will be sent directly to the Department. County project or contract number and project description will be noted on the certificate of insurance. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

8.6 Approval and Modifications:

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

9. **Indemnification.**

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

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

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

10. **Laws and Regulations.**

10.1. Compliance with Laws. Consultant will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.

10.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.

10.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.

11. **Status of Consultant.** Consultant is an independent Consultant. Neither Consultant, nor any of Consultant's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Consultant is responsible for paying all federal, state and local taxes on the compensation received by Consultant under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

12. **Consultant's Performance.**

12.1. Performance. Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional

personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this contract, Consultant will obtain County's approval.

- 12.2. **Responsibility.** Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.
13. **Non-Waiver.** The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
14. **Subconsultant.** Consultant will be fully responsible for all acts and omissions of its Subconsultant and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay or any Subconsultant, except as may be required by law.
15. **Non-Assignment.** Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
15. **Non-Discrimination.** Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subconsultants. During the performance of this Contract, Consultant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
16. **Americans with Disabilities Act.** Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
17. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
19. **Termination of Contract for Default.**
- 19.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.
- 19.2. **Default Events.** The following constitutes an event of default:
- 19.2.1. Abandonment of or failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;

- 19.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
- 19.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;
- 19.2.4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Consultant's performance of this Contract;
- 19.2.5. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the contract;
- 19.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
- 19.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
- 19.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Consultant, or Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

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

- 19.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;
- 19.3.2. County may withhold payments to Consultant arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Consultant is determined; and
- 19.3.3. Subject to the immediately preceding subparagraph 19.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.

19.4. Non-Termination. County will not terminate Contract for default or charge Consultant with damages under this Article if:

- 19.4.1. Except for subparagraph 19.2.8 in subsection 19.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include:
 - 19.4.1.1. Acts of God or of the public enemy,
 - 19.4.1.2. Acts of County in either its sovereign or contractual capacity,
 - 19.4.1.3. Acts of another Contractor in the performance of a contract with County,
 - 19.4.1.4. Fires,
 - 19.4.1.5. Floods,
 - 19.4.1.6. Epidemics,
 - 19.4.1.7. Quarantine restrictions,

19.4.1.8. Strikes,

19.4.1.9. Freight embargoes,

19.4.1.10. Unusually severe weather, or

19.4.1.11. Delays of Subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the Subconsultant(s); and

19.4.2. Consultant, within seven days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of County, the findings warrant such action, County may extend the time for completing the work.

19.5. Receipt of Notice. For the purposes of subsection 19.1 above, "receipt of notice" includes receipt by hand by Consultant's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

19.6. Excusable. If, after termination of the Contract for default, County determines that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated Contract for convenience as set forth in Article 20.

19.7. Rights and Remedies. The rights and remedies of County in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

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

21. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County will have no further obligation to Consultant, other than payment for services rendered prior to termination.

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

COUNTY:

Shelia Hoblen, Director
Project Design and Construction
150 W Congress, 3rd Floor
Tucson, AZ 85701
Tel: (520) 724-3085

CONSULTANT:

Amy Clark, Vice President
DLR Group Inc.
177 N. Church Avenue, Suite 755
Tucson, AZ 85701
Tel: (520) 882-0698

23. **Other Documents.** County and Consultant in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 2300013, and on representations and information in the Consultant's response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. Consultant will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

24. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Article 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
25. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
26. **Books and Records.**
- 26.1. Maintenance. Consultant will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 26.2. Retention. Consultant will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to County for retention.
27. **Delays.** Neither party will be in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
28. **Disputes.**
- 28.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Contract or the parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Consultant's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.
- 28.2. Performance. The parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.
29. **Ownership of Documents.** Ownership of all original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by Consultant under this contract vests in and become the property of County and shall be delivered to County upon completion or termination of the services, but Consultant may retain and use copies thereof. County agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the Consultant.
30. **Public Records.**
- 30.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Consultant in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- 30.2. Records Marked Confidential.
- 30.2.1. Any information submitted related to this Contract that Consultant believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and

prominently marked as Confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

30.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked Confidential 10 business days after the date of notice to the Consultant of the request for release, unless Consultant has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. County will notify Consultant of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is County in any way financially responsible for any costs associated with securing such an order.

31. Legal Arizona Workers Act Compliance.

31.1. Compliance with Immigration Laws. Consultant warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant will further ensure that each Subconsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.

31.2. Books & Records. County has the right at any time to inspect the books and records of Consultant and any Subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

31.3. Remedies for Breach of Warranty. Any breach of Consultant's or any Subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a Subconsultant, and the subcontract is suspended or terminated as a result, Consultant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subconsultant, (subject to County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.

31.4. Subconsultants. Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

31.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.

32. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Consultant engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Consultant certifies it is

not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

33. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any consultants, subconsultants or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
34. **Amendment.** Except for the amendment provision above in Article 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
35. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

(The remainder of this page intentionally left blank)

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

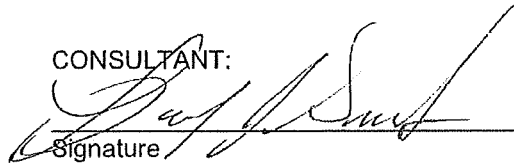
Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONSULTANT:



Signature

Larry J. Smith Principal
Name and Title (Please Print)

7/31/2023
Date

ATTEST:

Clerk of the Board

Date

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

EXHIBIT A - SCOPE OF SERVICES (13 Pages)



Project Design & Construction

New Buildings Division
150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701

SCOPE OF PROFESSIONAL SERVICES REQUIRED DESIGN-BID-BUILD METHOD

DATE (Version): July 20, 2023
PROJECT NAME: Superior Court and Public Service Center Tenant Improvement
PROJECT LOCATION: 240 N. Stone Ave. and 110 W. Congress Blvd. Tucson, Az.

A. SCOPE OF SERVICES PROVIDED BY THE CONSULTANT

1. General Provisions:

The Scope of Professional Services shall include all professional services required to design and construct the Project.

All work shall be performed by persons registered, or under the direct supervision of a Registered Professional that is currently registered in the State of Arizona for the type of services rendered. The Registered Professional, if not self-employed, shall be employed by a firm that is registered in the State of Arizona to provide consulting services in the discipline(s) provided by the firm under this contract per ARS Section 32-141. The names of the firm and firm registration number(s), including any branch offices involved in work under this contract, and the names of the Registered Professional(s) listed on the State of Arizona firm registration and any other Registered Professional(s) involved in work under this contract shall be supplied. The Registered Professional in responsible charge for each discipline is responsible for all construction documents including drawings, specifications, reports, calculations, and any other professional documents pertaining to the professional services they provide and shall seal and sign all construction documents for which they are responsible per Section R4-30-303 of the Arizona Administrative Code.

Pima County, the County lacks the available expertise for the Project, and has therefore, by this Agreement, employed the Consultant. Written approval of plans, specifications, reports, and other construction documents by the Board of Supervisors is only for conformance with the program design concept of the Project. This approval does not imply approval of nor attest to the accuracy, suitability, or completeness of the design, drawings, dimensions, details, proper selection of materials, nor compliance with applicable codes or ordinances. Such accuracy, suitability, or completeness is the sole responsibility of the Consultant for the Project.

If a responsive construction bid proposal for the Project is not received for an amount within the construction budget, the County shall implement options as defined in section 4 of this document.

The Consultant shall prepare minutes of all meetings in the design phase between the County, and the Consultant, for review and approval by the County. Meetings shall take place, at a minimum, on a weekly basis with the County and the Consultant's TEAM through the design phase.

During the design phase of the project the Consultant shall prepare a Master Project Schedule to encompass the entire project including the construction phase for review and approval by the County. The Consultant shall develop the baseline project schedule in Microsoft Project. The Consultant shall then be responsible to maintain and update the schedule on a monthly basis until construction begins. Along with the schedule the Consultant shall provide progress reports to the County's project manager on a bi-monthly basis throughout the Design Services. The Consultant shall submit each schedule revision to the County for review and approval.

2. Project Narrative:

This Project is located at two separate downtown properties. The first location is 240 N Stone located in the Public Service Center. In this building on the vacant portions of floors 6 and 7 is the Work to perform tenant improvements for trial space, judge's chambers, meeting rooms, open offices, non-public restrooms, lobby, jury deliberation, storage & work-rooms, and space for other court related functions. Design shall provide for all mechanical, electrical power and lighting, plumbing, security, acoustical, and AV systems. Sprinkler system shall be modified to meet requirements of new floor plan.

The second location is 110 W. Congress in the Superior Court Building. At this location on the 7th floor is the work to demolish the existing building interior systems back to the point of connection at that floor for building electrical, mechanical, communication, fire alarm, plumbing systems, and finish systems to expose the building structure, concrete deck and exterior façade. The suspended and hard ceilings shall be removed along with lighting systems, wiring, speakers, and fire alarm devices to leave and active code compliant systems for this vacant floor, power and ceiling sprinkler systems. A code compliant automatic sprinkler system shall be modified to meet requirements of the open floor plan.

The County's Project Team will consist of representatives from Pima County Facilities Management (PCFM) who will have final decision-making authority during both the design and construction phases. Other participants on the design team may include members from the Pima County Superior Court-Administrators, IT, Security, and Clerk of the Court.

3. Architectural/Engineering Services

Design services for this project shall consist of Pre-design, Schematic Design, Design Development, Construction Documents, Bidding and Negotiation and Construction Administration as described further in the Design Services Detail section below.

Professional services for this Project are to consist of the following phases as described below:

- a. Existing Conditions Survey and documentation
- b. Program and data validation
- c. Schematic Design
- d. Design Development
- e. Construction Documentation in threesubmittals
 - 1) 50% CD Review
 - 2) 90% CD Review
 - 3) 100% Bid Documents
- f. Bidding services including bid review.
- g. Construction Administration
- h. Record drawings and closeoutdocuments

The Consultant shall provide the necessary design services to provide for a code compliant design that provides the County with a design and associated documents that meet the requirements of the

Contract, SOW, and Program document. Services include as a minimum the following areas of design and engineering and related support services.

- a. Architectural
- b. Structural Engineering (only for incidental engineering of floor penetrations)
- c. Mechanical Engineering
- d. Plumbing Engineering
- e. Electrical Engineering
- f. Fire Protection System - delegated consulting engineering support.
- g. Fire Alarm Engineering - delegated consulting engineering support.
- h. Telecommunication System Design & Coordination
- i. Security/Access Control Design & Coordination
- j. Audio/ visual media design & Coordination
- k. Acoustic Design
- l. Cost Estimating at all phases.
- m. Building and wayfinding identification signage and room signage coordination
- n. ADA Compliance
- o. Interior Design and space planning. Finishes and color selection.
- p. Interiors space planning
- q. Furniture coordination
- r. LEED design (only includes worksheet completion, not full services)
- s. Permit support and Bid support.
- t. Construction Administration
- u. Record drawings and documents
- v. Operations and Maintenance Manual document review
- w. Payment Requests and Change Order Requests.

Consultant to provide interior space planning services and conceptual furniture layouts in consultation with PCFM, (Pima County Facilities Management), who will select, specify, procure and manage installation of furnishings.

Consultant shall select finish materials and make color selections, as applicable, using PCFM standards as the beginning basis for finishes. Consultant shall provide samples of all proposed finishes for review by the Pima County Project team for its final approval.

Consultant to provide design services for infrastructure cabling and layout of IT, A/V, and security systems in consultation with PCFM and Superior Court IT staff.

Consultant shall review and implement PCFM Design and Construction Standards within the Project. The assigned County Project Manager shall approve any deviations.

4. Estimated Budget & Cost Control

The total construction budget for this Project shall not exceed \$14,940,000. The project delivery method is Design-Bid-Build.

The Consultant is responsible to maintain the project's design within the construction budget. A professional estimator, who is not an employee of the Consultant's firm, and is independent from the Consultant's other sub-consultants, shall prepare the cost estimates. The cost estimator needs to be well aware of construction costs within the southern Arizona market. The Consultant and his cost estimator shall input on value-engineering recommendations, scope changes, and add alternates for County review and approval. If the Consultant's estimate of the Cost of Work exceeds the Construction Budget, **at any phase/submittal**, Pima County shall have the following options:

- a. Reject the submittal, and require the Consultant to redesign the Project, update the submittal and the cost estimate in accordance with A.R.S. 34-104, at no additional cost to the County, or
- b. Re-scope the Project redefine or amend the Program requirements to meet the estimate of

- probable construction cost, or
- c. Give written approval of an increase in budget for the Cost of the Work, or
- d. Conditionally approve the submittal, directing the Consultant to work with the Project Manager and User Department to revise the scope and quality of the Project as required to meet the Construction Budget; or
- e. Terminate the contract in accordance with contract provisions contained in Article 19.

At each submittal phase, the County and the Consultant will review the cost estimate for approval.

5. Project Schedule and Reviews: Design Services shall begin concurrently upon receipt of an approved contract and a Notice to Proceed from the Pima County Project Manager.

- a. Pre-Design– 2 Months
- b. Design through Construction Document –9Months
- c. Permits and Bidding – 4 Months
- d. Construction – 18 Months
- e. Project Closeout – 2 Months

Consultant shall develop the Master Project Schedule in line with the above indicated milestones with input from the County and the Project Team. Consultant shall staff the project to achieve these durations for the phases.

During the Design phase, the Consultant and the County shall conduct project review meetings prior to the conclusion of each milestone in the design phase, with each of the groups listed below:

- a. Internal project coordination session.
- b. Preliminary plans for review and comment by the County Project Manager.
- c. Meeting with the project end user and the Facility Project Manager to receive input to validate alignment with scope.
- d. Facilities Management stakeholders on matters of building infrastructure. Stakeholders to include Maintenance operations staff, management, supervisors, and representatives.

Feedback will be provided to the Consultant for each of the design documents, who will record this feedback and make relevant adjustments in the design packages.

6. Pre-Design Services Detail:

- a. Existing Conditions Survey: _

The Consultant and his team shall perform on-site investigations of the existing facility to determine the dimension, position, bearing, elevation, and slope of existing interior features relevant to integrate the new design with the existing facility. The Consultant and his team shall also use the following resources to verify existing conditions:

- 1) County drawings
- 2) Non-destructive methods.
- 3) Site inspection of current conditions.
- 4) Work with County hired contractors for selective demolition if deemed necessary.

Obtain from the County, copies of available drawings and documents relevant to the project scope. Validate relevant information in the drawings and documents via field verification of existing conditions.

Use of non-destructive investigation methods to identify, locate and validate the position, orientation and dimension of existing utilities and building features that impact the project design.

Perform on-site investigations to validate above ground site conditions. Where necessary inspect above ceilings to determine continuity of infrastructure.

b. Pre-Design and Program and Data Verification:

At the award of this contract, the Consultant and the County shall meet with the project customers in programming meetings /sessions for the purpose of:

- 1) Define the spaces for this design.
- 2) Verify the Program requirements, establish functional requirements and organizational relationships of elements for the tenant improvements.
- 3) Document and organize the body of information that is relevant to the function, use, and relationships of the spaces that define the tenant improvement.

Space requirements shall be individually diagrammed and then tested holistically for an aggregate fit, using identified functional relationships and laid out, on a scaled building shell diagram with existing monuments on each floor. Placement shall recognize building code restrictions. Provide two planning options for comparison and evaluation by the Pima County Project Team. Selection of the plan option shall be made based on meeting the functional relationship criteria and as modified by the Pima County Project Team.

Consultant shall lead each meeting /session's agenda and collect & document relevant information from each meeting. Session input information shall be used as the basis for the design layout and space footprint allocation which will result in the development of a Program document. Submit a draft document to the County for review and approval.

Prior to submitting the Pre-Design and Program and Data validation report to the County the Consultant shall submit a preliminary concept plan design for review and comment by the PCFM Project Manager. Upon concurrence with the direction of the design, a meeting with the end user shall be organized.

The output from this phase submitted to the County will be:

- 1) A final sealed document as the basis for design.
- 2) Diagram plan options test fit to the building envelope.

7. Design Services Detail:

a. Applicable Codes, Permits, and Regulations:

The Consultant shall provide a design compliant with current building codes and regulations. The Consultant shall provide construction documents and assist the County with obtaining a building construction permit from Pima County Development Services.

The Consultant shall assist the County with submission to the Arizona State Fire Marshal (ASFM) with all necessary documents to obtain a construction permit.

The Consultant must comply with all Pima County, Arizona State Fire Marshall and any other adopted codes of Authorities Having Jurisdiction.

b. Schematic Design Phase:

Upon the County's written approval of the Project Program and planning diagram, the Consultant shall continue into the Schematic Design phase of the Project and verify the Pre- Design information obtained from the County. Review and updates issues of relevance from discovery of new information including program requirements, space needs, operational and staffing

improvements, changes in functional relationships, space organization updates, develop a list of major building materials to be incorporated into the design to identifying critical materials. Develop design parameter precepts which guide the design. Validate the source of utilities and verify their capacity to support the tenant improvement. The Consultant shall visit the project site with the Project Team to identify constraints and align the team on the specific points of the project.

The Consultant shall conduct review sessions with his in-house project team before review with the County. This will be a session to coordinate the information of the design team consultants.

Prior to submitting the Schematic Design to the County, the Consultant shall submit a preliminary concept plan design for review and comment by the PCFM Project Manager. Upon concurrence with the direction of the design, a meeting with the end user shall be organized.

The Consultant and the County shall conduct an end user and meeting. The Consultant shall lead the meeting agenda and assimilate and document relevant feedback from this meeting. The Consultant shall provide all necessary materials and personnel to present information of the project and document relevant input. Input from this meeting shall be incorporated into the drawings where approved by the County project manager. The Consultant shall, from this session assist the County by integrating relevant feedback approved by the County project manager into the design.

The final meeting prior to submittal of the Schematic Design for final approval is a meeting with the Pima County Facilities staff and stakeholders of the project. This shall be a page turn session with relevant comments documented and incorporated into the final submittal.

The Schematic Design submittal shall clearly convey the information necessary to demonstrate how the design meets the Program requirements to proceed to the Design Development Phase of the Project and shall include at a minimum those drawings, design narratives from each discipline, outline specifications, calculations, utility capacities, equipment selections, and other documents which establish the general scope and conceptual design, and any other preliminary concern specific to the Project. Refer to PCFM submittal requirements. The submittal shall consist of files in PDF and AutoCAD formats.

Within two weeks of the Schematic Design submission to the County, the Consultant shall also submit, a Statement of Probable Construction Cost for validation of the design content with the construction budget. The estimate format shall be organized around CSI format divisions. Provide in electronic PDF format based on CSI format divisions, with itemized costs for materials, labor, and subcontractor cost for each portion of the construction. The cost shall include overhead costs, insurance, bond, tax, contingencies and shall factor in market area pricing for materials and labor.

Within two weeks of the submission, The County will provide written review comments regarding the submission and the Consultant shall prepare and provide a written corrective action response to each of the County's and submit a written corrective action response to each of the County's review comments within one week following receipt of comments.

The Consultant must receive from the County's Project Manager written approval of the Schematic Design documents before proceeding to the Design Development phase.

c. Design Development Phase:

This phase consists of the development of drawings, specifications, proposed equipment schedules and cut-sheets (mechanical, plumbing, electrical), and other documents necessary to delineate the size and configuration of the entire Project as to architectural, structural, mechanical, plumbing, electrical, and security systems, materials, and such other disciplines and other professional consultant information essential and as may be appropriate to communicate the Design Development Documents, which shall be submitted in PDF and AutoCAD format to the County for review and approval.

The Consultant shall include the current version of the LEED Scorecard indicating the points towards LEED Silver.

The Consultant shall conduct an in-house quality review and coordination session and address discrepancies in the drawings with the design team prior to submission to the County. At a minimum the in-house review is to include all floor and ceiling plans, and representative sections, and engineering disciplines developed as to system type, distribution delineation, requirement loads accounted for and point of connectivity understood as to capacity and availability. Conflicts with existing system pathways shall be identified and corrected.

A document review session will be held with the County Project team and the Consultant who will review each sheet with the County and define elements of the plan. This shall include the designs for the AV system, Security Equipment, mechanical equipment, and specific lighting fixtures. Following the review session, the Consultant shall submit documents to the County for review. Upon the completion of the review the County will provide written review comments and the Consultant shall prepare and submit a written corrective action response to each of the County's review comments at one week following receipt of comments.

Refer to PCFM submittal requirements. Within two weeks of the submission, the Consultant shall also submit an Estimate of Probable Construction Cost for alignment of the design content with the construction budget. The estimate format shall be organized around CSI format divisions. Provide in electronic PDF format to the County, with defined costs for materials, labor, and subcontractor cost for each portion of the construction. The cost shall include overhead costs, insurance, bond, tax, contingency and shall factor in market area pricing for materials and labor.

The County will provide written review comments regarding the submission and the Consultant shall prepare and submit a written corrective action response to each of the County's review comments one week following receipt of comments. The Consultant must receive from the County's Project Manager, written approval of the Design Development documents before proceeding to the Construction Document phase.

d. Construction Documents Phase (50% & 90% Completion):

The Consultant shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, book specifications and product cut- sheets for Lighting fixtures, plumbing fixtures, mechanical equipment, AV devices, and security equipment. (50% & 90% level for all disciplines), and any calculations or reports not included in the drawing set and together defining the entire Project, The Consultant shall coordinate with the County on the Project's General Requirements to be included in the Project Specifications

The Consultant and/or sub-consultants along with the County's Project Manager shall engage with local and state agencies as necessary to review and verify the content of architectural and engineering documents. This includes, but is not limited to, consultation with Pima County Development Services, the Arizona Office of State Fire Marshal, other agencies and the utility service providers as applicable.

The Consultant shall conduct an in-house quality review and coordination session at both 50% and 90% completion and address discrepancies in the drawings with the design team prior to submission to the County.

At each submission, a document review session, "page-turn", will be held with the County Project Team and the Consultant's team to review design progress to include elements of the design and their ability to support the tenant Improvements effectively, adherence to the Program, review material selections and equipment selections consistent with the use of the building and occupancy use. Provide details of the submittal, answer questions and discuss solutions to design challenges. Design issues from the meeting will be documented by the Consultant. Engineering drawings shall have equipment elements sized and accurately placed to identify the size, dimension, and physical location of the elements for the respective discipline. Upon the completion of each submittal the County will provide written review comments and the Consultant shall

prepare and submit a written corrective action response to each of the County's review comments at one week following each meeting.

Refer to PCFM submittal requirements. Within two weeks of the submission, the Consultant shall submit an updated 'Estimate of Probable Construction Cost' for validation of the design content with the construction budget. The estimate format shall be organized around CSI format categories and will provide itemized costing for each CSI division and will develop further from the estimate previously provided in the Design Development Phase. Provide in electronic PDF format to the County, with defined costs for materials, labor, and subcontractor for each portion of the construction. The cost shall include overhead costs, insurance, bond, tax, contingency and shall factor in market area pricing for materials and labor.

The County will provide written review comments regarding the submission and the Consultant shall prepare and submit a written corrective action response to each of the County's review comments one week following receipt of comments.

The Consultant must receive from the County's Project Manager written approval of each Construction Documents phase before proceeding to the next Construction Document Phase.

e. Construction Documents Phases (100% Completion):

The Consultant shall develop from the 90% Construction Documents the 100% Construction Documents submission to the County's Project Manager for the purpose of obtaining the building permits and begin the procurement process to solicit a General Contractor. This submission is to include sealed documents including: drawings and full (book) specifications, code review, calculations and product cut sheets, setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines, including utility providers, and a requirement to be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract.

At the time of each submission, the Consultant shall submit an updated Estimate of Probable Construction Cost for validation of the design with the construction budget. The estimate format shall be organized around CSI format categories and will provide itemized costing for each CSI division and will develop further from the estimate previously provided in the Design Development Phase. Provide in electronic PDF format to the County, with defined costs for materials, labor, and subcontractor for each portion of the construction.

The Consultant shall conduct an in-house quality review and coordination session to address discrepancies in the drawings, prior to submission to the County.

At the time of submission for a building permit, the Consultant shall coordinate with the County's Project Manager on what is required to be delivered to the permit authorities.

The Consultant shall provide the County with all required documentation for submittal for the construction permit, or any other permits, or review processes required by said governmental authorities. These sealed documents shall include, but are not limited to, complete plans, specifications, calculations, code reviews, special inspection certificates (if necessary), 2018 IECC (International Energy Conservation Code) compliance documentation for the building envelope (architect), HVAC (mechanical engineer), and lighting (electrical engineer), and other design related calculations. The County will submit these documents to Pima County Development Services and other agencies for permit review.

The Consultant shall submit an updated 'Estimate of Probable Construction Cost' based on the 100% construction documents to validate the design content with the construction budget. The estimate format shall be organized around CSI format categories and will provide itemized costing for each CSI division. Provide in electronic PDF format to the County, with defined costs for materials, labor, and subcontractor for each portion of the construction. The cost shall include overhead costs, insurance, bond, tax, contingency and shall factor in market area pricing for materials and labor.

The County will provide written review comments regarding the submission and the Consultant

shall prepare and submit a written corrective action response to each of the County's review comments one week following receipt of comments. These comments shall be incorporated into the bidding documents.

The Consultant must receive from the County's Project Manager's written approval of the completed Construction Documents before proceeding to the next phase. Upon approval of the submittal, Consultant shall make any required changes during the Bidding Phase by Addendum/Addenda.

f. Bidding Phase:

The Consultant shall assist the County in answering any questions that may arise from bidders pertaining to the Construction Documents. Should Addenda become necessary, the Consultant shall assist in preparing written response with direction provided by the County's Project Manager. The Consultant shall review any prior approvals requested during the bid and consult with the County's Project Manager.

The Consultant will assist in the review of bids, if necessary, to help determine the most advantageous bid to the County and for recommending that bid for award by the Pima County Board of Supervisors. A Pre-Bid Conference shall be part of the Bidding Documents Phase, and the Consultant shall attend this conference, to which all potential bidders shall be invited.

g. Construction Administration Phase of the Construction Contract:

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona, to include the construction drawings, specifications, addendum/ addenda, and the County Procurement Terms and Conditions.

The term "Contractor" as used herein shall mean the party entering into a contract with County for the construction of the Project defined by the Construction Documents.

The term 'The Work' shall mean the labor, materials, tools, equipment, supplies, service and supervision necessary to build the project defined by the Construction contract documents.

Consultant's Construction Administration Phase shall commence with the pre- construction meeting with the General Contractor and will terminate upon completion of the final acceptance of the Close-Out Document package. The Consultant shall assist the County in a timely completion of the Close-Out Documents. Consultant's Construction Administration Services beyond the completion time period specified above shall require specific written approval by the County by written amendment to this agreement.

The Consultant shall provide for administration of the Construction Contract as set forth in the Construction Contract and General Conditions of the Owner-Contractor Construction Contract. The extent of the Consultant duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without the written consent of the Consultant and the County.

The Consultant, as the representative of the County during the Construction Phase, shall advise and consult with the County. All the County instructions to the Contractor shall be issued through the Consultant. The Consultant shall have authority to act on behalf of the County to the extent provided in this Agreement, the Construction Contract, and the General Conditions, unless otherwise modified in writing.

The Consultant shall have access to the Work at all times, whenever it is in preparation or progress of the work. And shall make sufficient visits to the site to determine the progress and quality of the Work and determine how the Work is proceeding in accordance with the Contract Documents. Sub-Consultants to the Consultant shall also furnish written records of their inspections, as to

progress of the Work and compliance with construction documents, and forward to the Consultant who will forward to the County.

The Consultant shall chair a weekly construction meeting on site with Contractor and the County and provide written minutes of the meetings to all attendees.

The Consultant shall not be responsible for construction means, methods, techniques, or procedures in connection with the Work, nor shall they be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents, for the acts or omissions of the Contractor, or Subcontractors agents or employees. The Consultant shall immediately notify the County if the Contractor is failing to carry out the work in accordance with the Contract Documents and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The Consultant shall prepare a list of critical third-party construction inspection items and indicate at which stage of construction they should occur. Said schedule shall be made part of the successful Contractor's required performance.

Notwithstanding any provisions of previous paragraphs and based on such site observations and on the Contractor's Applications for Payment, the Consultant shall determine the amount owing to the Contractor and certify the payment of such amounts on the Contractor's Applications for Payment.

The Certification of the Application for Payment shall constitute a representation by the Consultant to the County based on the Consultant's observations of the site and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Consultant's knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion; to the results of any subsequent tests required by the Contract Documents; to minor deviations from the Contract Documents correctable prior to completion; to the review of Contractor's As-Built Documents; and to the specific qualifications stated in the Certificate for Payment) and that the Contractor is entitled to payment in the amount certified. When the Contractor has made proper application therefore, the Consultant shall forward the certified Application for Payment to the County.

The Consultant may decline to approve an Application for Payment and may withhold the Application in whole or in part, if in the Consultant's opinion they are unable to make representations to County as provided in the above paragraph. The Consultant may also decline to approve any Applications for Payment, or, because of subsequently discovered evidence or subsequent inspections, they may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the County from loss because of:

- 1) Defective work not remedied, or,
- 2) Claims filed, or reasonable evidence indicating probable filing of claims, or,
- 3) Failure of the Contractor to make payments to sub-contractors for labor, materials or equipment, or,
- 4) Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum, or,
- 5) Damage to another contract, or,
- 6) Reasonable indication that the Work will not be completed within the Contract Time or,
- 7) Unsatisfactory execution of the Work by the Contractor or,
- 8) Incomplete as-built documents.

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

The Consultant may, on written request, and at his discretion, furnish to any sub-contractor, if practicable, information regarding percentages of completion certified by the Contractor on account of Work done by such sub-contractors. The Consultant shall review the Contractor's as-built documents periodically, but at a minimum monthly, to verify that changes made either through discussions in the field or through submitted documentation are incorporated and up to date, into the as-built set. If the as-builts do not reflect the current site conditions then the County shall be notified, the Contractor notified and the payment application shall not be approved until the as-builts are corrected and the County agrees that the requirement has been met.

The Consultant shall be, in the first instance, the interpreter of the requirements of the Contract Documents and of the performance there under by both the County and Contractor. The Consultant shall recommend decisions on all claims from the County or Contractor relating to the execution and progress of the work on all other matters or questions related thereto.

Consultant shall provide requirements for review materials testing and special inspections. The Consultant shall also review testing and observation reports for compliance with building codes and the Contract Documents. The Consultant shall notify the owner of any discrepancies and assist with the County on determining a solution. Testing will be contracted and paid by Pima County independently of this contract.

The Consultant shall have the authority to reject Work, which does not conform to the Contract Documents, and to require, if in his opinion the necessary, special inspection or testing of any Work at any stage of progress. The Consultant shall also notify the County of the necessity to require the Contractor to stop the Work whenever, in his opinion, it may be necessary for the proper performance of the Contract. The County, when necessary, shall issue the order to Stop the Work.

The Consultant shall review and approve shop drawings, samples, and other submissions of the Contractor with reasonable promptness to maintain the construction schedule. The Consultant shall furnish any requested additional supplemental instructions, drawings, or written instruction necessary for the proper execution of the Work. All such instructions or drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

The Consultant shall make minor changes in the Work not involving extra cost, delay, or claim of any kind against the County and/or Contractor, and consistent with the purposes of the Project. Otherwise, except in an emergency endangering life or property, the Consultant shall prepare and process no extra work or change except by WRITTEN approval and Change Order signed by the County. The Consultant shall review and respond to said Change Orders as well as any Request for Proposals to the Contractor.

The Consultant shall produce, and determine, the date of issuance of the Certificates of Substantial Completion and Final Completion and shall receive written guarantees, waiver of liens, and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

h. Project Close Out;

The Consultant shall review the Contractor's as-built plans for accuracy and completeness at the completion of the project and prepare and submit the Record Drawings Package (electronic pdf and AutoCAD as-built drawings) formatted per requirements of the County at the time of submission.

- 1) As part of the Project Closeout requirements, the Consultant shall prepare records drawings in AutoCAD format which contain external references (x-refs) by using the "Bind" command so that the x-ref drawing becomes part of the final drawing. This will prevent unintentional updating of archived drawings by later changes to referenced drawings. Binding an x-ref to the final drawing makes the x-ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x- ref drawings, including all its x-ref-dependent names objects (blocks, dimension styles, layers, line types, and text styles) by using the XREF Bind option. Referenced images, PDF's, or other file format shall also be bound and submitted individually as part of the record drawings package.
- 2) When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use: Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names objects with the x-ref's drawing name. Consequently, any duplicate objects in the x- ref are ignored, and the names objects in the current drawing take precedence. Although this feature eliminates redundancy of duplicate layer names, it may give unexpected results if there are duplicate named objects.
- 3) Do not create drawings using proxy objects.
- 4) Provide a digitalcopy of the Record Drawings in AutoCAD format and deliver to the County.
- 5) The Consultant shall provide a PDF file for each sheet within the original Construction Drawings Package. Each file shall be labeled with the sheet name, i.e. A001, M-01, etc.
- 6) If the Consultant used Revit to develop the Construction Drawings, the Consultant shall provide Revit files to the County in addition to AutoCAD format drawings exported from Revit.

The Consultant shall review the Contractor's Operations and Maintenance Manuals (O&M Manual) for completeness and provide a list of items to be corrected or submitted per the Construction Documents and notify the County when to direct the Contractor to submit to the County.

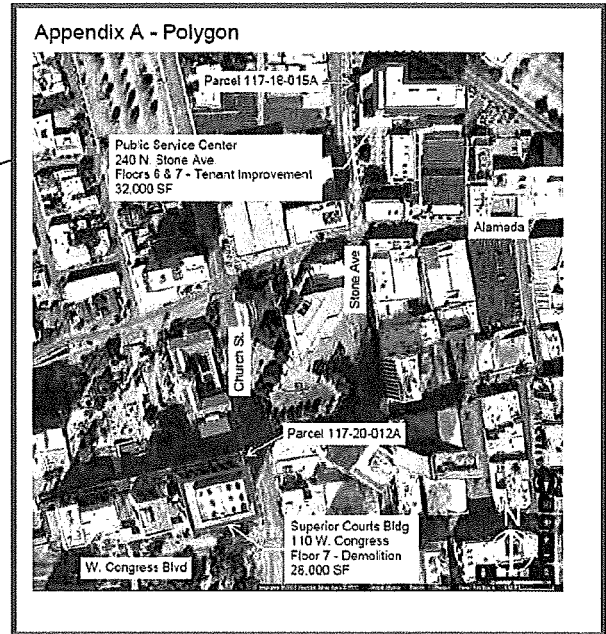
B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

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

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with County representatives, and as requested by the County's Project Manager.
2. A Project Manager from Facilities Management assigned to work with the Consultant.
3. Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the Consultant to verify the field conditions.
4. Any reports and/or mitigation known to Pima County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the County will contract directly with abatement consultants and Contractors for remediation, should that be necessary.
5. Identify those building materials and finish standards desired by the County.
6. Apply for and pay all building permit fees to include Pima County Wastewater fees (if any). Consultation with Pima County officials as required.
7. Obtain and pay for third party Commissioning Agent.

8. PCFM will Provide Pima County Design and Construction Standards.

MAP OF THE AREA



Project Location:
Public Service Center 240 N Stone.
Superior Court Building 110 W Congress

END EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - COMPENSATION SCHEDULE (19 pages)

1. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS

(Detailed by Major Milestone, Not to Exceed Cost by Task (Direct Labor, Indirect, and Other Direct Costs), and Fixed Fee)

2. COMPENSATION DETAILS

A. Cost Allocation and Ceilings

The compensation schedule will contain the negotiated cost allocations for each individual task. The compensation schedule will be used to monitor cost expenditures and sets the fixed price that can be charged for work pursuant to the specified task.

B. Cost Adjustments

If, for valid reason(s), Consultant notifies the Project Manager that the requisite work cannot be performed within the task's compensation allocation, and the Project Manager (PM) concurs, County will consider modifying cost allocations. The total compensation may be increased only by formal amendment to this agreement.

C. Progress Payments

It is anticipated certain elements of the Project may take longer than one (1) month to complete. These elements may be at considerable cost to Consultant prior to their full completion and acceptance by County. In such cases, at the sole discretion of County, County may authorize interim progress payments to Consultant. The invoice from Consultant will be proportionate to the actual percentage of work completed through the period covered by the invoice, as accepted by the PM.

D. The Fixed Fee for each assignment will be negotiated on a case-by-case basis. The fee will be a percent of the Consultant or Co- Consultant level of effort cost estimate agreed to by the County excluding Sub-Consultants and other direct cost estimates. The fee will be fixed for the scope of work detailed in the contract. The fixed fee percentage will be based upon historical departmental percentages for similar assignments, published industry guidelines and magnitude and duration of the assignment. Fixed Fee for engineering Subconsultants will generally follow the same guidelines established for the prime consultants but can also be negotiated on a case-by-case basis as appropriate.

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

- Actual Payroll Rates within published industry standards
- Actual payroll rates for each person anticipated to be performing services on the assignment will be provided in advance of execution of the contract. Said listing will be updated on an annual basis during the term of the contract
- Hourly fee schedules for various position titles are not allowed

b. Annual Salaried Professionals

- Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates
- Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates

- c. Allowable Annual Increases
 - Reasonable annual salary increases within published industry standards will be allowed and approved in advance
 - Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.
 - d. Subconsultants

Specific billing arrangements will be negotiated with specialty Subconsultants such as the following:

 - Attorneys
 - Financial Advisors
 - Surveyors
 - Subsurface Consultants
 - Specialty Consultants
 - e. Vacation/Holidays
 - Included in firm's audited multiplier
 - f. Sick Time
 - Included in firm's audited multiplier
 - g. Billing for non-productive idle time
 - No billing for vehicle driving time (commuting time)
 - Allow billing during air travel to Pima County for actual time worked on Pima County projects
 - Short-term assignments are negotiable
2. Multipliers
- a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
 - b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
 - c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the Consultant
 - d. County will consider annual audited multipliers or fixed multipliers for the contract period
3. Travel Time
- a. Air Travel
 - Allow only for time spent on aircraft working on Pima County projects
 - b. Land Travel
 - Not allowed from Phoenix Metro Area to Pima County (both ways)
 - Not allowed to and from airports
 - c. Local Travel between meetings and job sites
 - Allowed

4. Expenses

- a. Mileage (Between Phoenix Metro Area and Pima County)
 - Approve at the established County mileage rate
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting not allowed
- b. Mileage – local
 - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting to and from work place not allowed
- c. Car Rental/Lease/Corporate Vehicles
 - Included in firm's audited multiplier or as other direct cost
- d. Hotel/Meals
 - Allow only for infrequent call-in of an out of state consultant for a limited period of time
 - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
 - Allowed charges to be identified as other direct costs
- e. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges
 - Include in firm's audited multiplier
- f. Relocation, second domicile or subsistence expenses
 - Negotiable on a case by case basis
- g. Reproduction Costs
 - Bill as other direct costs if not in audited multiplier
- h. All other direct costs will be detailed in the contract billing

5. Unallowable Costs

- a. Bonus
 - Not allowed as a direct charge or in the multiplier
- b. Entertainment Costs
- c. Marketing Costs
 - Only as allowed in audited multipliers
- d. Non-identifiable Costs
- e. Donations
 - Only as allowed in audited multipliers
- f. Mark-up on subconsultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

C. INVOICING

Consultant will submit invoices monthly, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. The Project Manager may delay approval for up to five (5) work days to review the Progress Report and invoice. The invoice will tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.

Pima County Superior Courts
7/21/2023

DLR Group Services



1

Interior Design (DLR Group)				64	\$	9,396	264	\$	40,568	336	\$	48,615	282	\$	40,944	486	\$	71,031	88	\$	13,151	382	\$	55,756	\$	-	1902	\$	279,460	
Sr Courtroom ID	Hoffman	Principal In Charge	\$	230.75	\$	-	24	\$	5,538	12	\$	2,769	8	\$	1,846	16	\$	3,692	\$	-	\$	-	\$	-	\$	-	60	\$	13,845	
Sr Local ID	McGoldrick	Project Engineer or Architect	\$	177.45	20	\$	3,549	60	\$	10,647	58	\$	10,292	52	\$	9,227	96	\$	17,035	28	\$	4,969	74	\$	13,131	\$	-	388	\$	68,851
Professional II ID	Brandstein	Architect or Engineer	\$	152.75	12	\$	1,833	58	\$	8,860	72	\$	10,998	66	\$	10,082	92	\$	14,053	24	\$	3,666	146	\$	22,302	\$	-	470	\$	71,793
Professional ID	Nelson	Professional	\$	125.45	24	\$	3,011	114	\$	14,301	186	\$	23,334	148	\$	18,567	250	\$	31,363	36	\$	4,516	162	\$	20,323	\$	-	920	\$	115,414
Professional II ID	DiBella	Architect or Engineer	\$	152.75	\$	-	8	\$	1,222	8	\$	1,222	8	\$	1,222	32	\$	4,888	\$	-	\$	-	\$	-	\$	-	56	\$	8,554	
Professional ID	Cato	Professional	\$	125.45	8	\$	1,004	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	8	\$	1,004		
High Performance Design (DLR Group)				4	\$	502	\$	-	32	\$	4,014	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	64	\$	8,029	100	\$	12,545	
Bldg Perf Admin	Sharma	Professional	\$	125.45	4	\$	502	\$	-	32	\$	4,014	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	64	\$	8,029	100	\$	12,545
Bldg Perf Analyst	Sharma	Professional	\$	125.45	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Reality Capture (DLR Group)				48	\$	8,518	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	48	\$	8,518	
Sr Reality Capture Tech	Guizzetti	Project Engineer or Architect	\$	177.45	48	\$	8,518	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	48	\$	8,518
LIDAR Technician	TBD	Architect or Engineer	\$	152.75	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Point Cloud Technician	TBD	Professional	\$	125.45	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Acoustic Design (DLR Group)				2	\$	355	20	\$	3,351	20	\$	3,351	41	\$	6,683	70	\$	11,335	2	\$	355	22	\$	3,608	\$	-	177	\$	29,037	
	Hopkins	Project Engineer or Architect	\$	177.45	2	\$	355	12	\$	2,129	12	\$	2,129	17	\$	3,017	26	\$	4,614	2	\$	355	10	\$	1,775	\$	-	81	\$	14,373
	Manley	Architect or Engineer	\$	152.75	\$	-	8	\$	1,222	8	\$	1,222	24	\$	3,666	44	\$	6,721	\$	-	\$	-	12	\$	1,833	\$	-	96	\$	14,664
Structural Engineering (DLR Group)				\$	-	\$	-	32	\$	5,512	32	\$	5,512	72	\$	12,870	\$	-	\$	-	\$	-	\$	-	\$	-	136	\$	23,894	
SR Eng	Kramer	Principal In Charge	\$	230.75	\$	-	\$	-	8	\$	1,846	8	\$	1,846	24	\$	5,538	\$	-	\$	-	\$	-	\$	-	\$	-	40	\$	9,230
Prof Eng	Heck	Architect or Engineer	\$	152.75	\$	-	\$	-	24	\$	3,666	24	\$	3,666	48	\$	7,332	\$	-	\$	-	\$	-	\$	-	\$	-	96	\$	14,664
Eng	Strain	Professional	\$	125.45	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
DLR Group Cost (wages plus overhead)				\$	86,877	\$	124,426	\$	145,863	\$	196,672	\$	443,689	\$	36,520	\$	317,715	\$	24,355	\$	1,376,117									
DLR Group Profit (8%)				\$	6,950	\$	9,954	\$	11,669	\$	15,734	\$	35,495	\$	2,922	\$	25,417	\$	1,948	\$	110,089									
DLR Group Total Cost Per Task				\$	93,827	\$	134,380	\$	157,532	\$	212,406	\$	479,184	\$	39,442	\$	343,132	\$	26,303	\$	1,486,206									
Estimated Expenses, travel				\$	1,741	\$	4,594	\$	2,842	\$	2,924	\$	363	\$	-	\$	6,705	\$	166	\$	19,333									
DLRG Hours				481	724	909	1,228	2,723	233	1,964	173	8,435																		

Exhibit B

Consultants' Services

7/21/2023

				Task a: Existing Conditions Survey and Documentation		Task b: Program and Data Validation		Task c: Schematic Design		Task d: Design Development		Task e: Construction Documentation		Task f: Bidding & Negotiation		Task g: Construction Administration		Task h: Record drawings and closeout documents								
Consultants		Rate/Hr		8		8		8		8		24		16		72		8		Totals						
Schedule Duration in Weeks				8		8		8		8		24		16		72		8		152						
Discipline				Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost					
Mechanical Engineering (KC Mechanical)				\$	-			248	\$	26,422	382	\$	39,746	502	\$	53,849	\$	-	135	\$	14,108	1267	\$	134,125		
SR Eng	Cawthorne & Kunkel	Sr Engineer	\$ 155.11	\$	-	\$	-	22	\$	3,412	24	\$	3,723	52	\$	8,066	\$	-	7	\$	1,086	\$	-	105	\$	16,287
Prof Eng	Brown, Henry, Ba Geri	Prof Engineer	\$ 118.31	\$	-	\$	-	120	\$	14,197	182	\$	21,532	238	\$	28,158	\$	-	79	\$	9,346	\$	-	619	\$	73,234
Designer	Tankersley, Zamora, Baker	Designer	\$ 84.13	\$	-	\$	-	102	\$	8,581	164	\$	13,797	204	\$	17,163	\$	-	32	\$	2,692	\$	-	502	\$	42,233
Clerical	B Nelson	Clerical	\$ 57.84	\$	-	\$	-	4	\$	231	12	\$	694	8	\$	463	\$	-	17	\$	983	\$	-	41	\$	2,371
Cost Estimating (Compusult)				\$	-	24	\$	3,000	31	\$	3,875	42	\$	5,250	149	\$	18,625	\$	-	\$	-	\$	-	246	\$	30,750
Civil, Struct, AR Estimator	Trip	Sr Estimator	\$ 125.00	\$	-	14	\$	1,750	19	\$	2,375	22	\$	2,750	77	\$	9,625	\$	-	\$	-	\$	-	132	\$	16,500
Mech Estimator	Warren	Sr Estimator	\$ 125.00	\$	-	5	\$	625	6	\$	750	10	\$	1,250	36	\$	4,500	\$	-	\$	-	\$	-	57	\$	7,125
Elect Estimator	Kevin	Sr Estimator	\$ 125.00	\$	-	5	\$	625	6	\$	750	10	\$	1,250	36	\$	4,500	\$	-	\$	-	\$	-	57	\$	7,125
Consultants Total Cost Per Task				\$	-	\$	3,000	\$	30,297	\$	44,996	\$	72,474	\$	-	\$	14,108	\$	-	\$		\$		\$	164,875	
Estimated Expenses				\$	500	\$	500	\$	500	\$	500	\$	500	\$	500	\$	500	\$	500	\$	500	\$		\$	4,000	
Consultants Hours				-		24		279		424		651		-		135		-				1,513				

Totals	Task a: Existing Conditions Survey and Documentation		Task b: Program and Data Validation		Task c: Schematic Design		Task d: Design Development		Task e: Construction Documentation		Task f: Bidding & Negotiation		Task g: Construction Administration		Task h: Record drawings and closeout documents		Totals	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Consultants Total Cost		\$ -		\$ 3,000		\$ 30,297		\$ 44,996		\$ 72,474		\$ -		\$ 14,108		\$ -		\$ 164,875
DLR Group Cost (wages plus overhead)		\$ 86,877		\$ 124,426		\$ 145,863		\$ 196,672		\$ 443,689		\$ 36,520		\$ 317,715		\$ 24,355		\$ 1,376,117
DLR Group Profit (8%)		\$ 6,950		\$ 9,954		\$ 11,669		\$ 15,734		\$ 35,495		\$ 2,922		\$ 25,417		\$ 1,948		\$ 110,089
Total (task services including fee)		\$ 93,827		\$ 137,380		\$ 187,830		\$ 257,402		\$ 551,658		\$ 39,442		\$ 357,240		\$ 26,303		\$ 1,651,081
Total Estimated Expenses		\$ 2,241		\$ 5,094		\$ 3,342		\$ 3,424		\$ 863		\$ 500		\$ 7,205		\$ 666		\$ 23,333
Grand Total		\$ 96,068		\$ 142,473		\$ 191,171		\$ 260,826		\$ 552,521		\$ 39,942		\$ 364,445		\$ 26,969		\$ 1,674,414

Design Contingency at 10%	\$ 167,441
Total Professional Fee with Design Contingency	\$ 1,818,523
Total Professional Fee with Design Contingency and Expenses	\$ 1,841,856

Travel Expenses Breakdown

Pima County Superior Courts
7/21/2023

Exhibit B Travel Expenses



ARCHITECTURE ENGINEERING PLANNING INTERIORS

DLR Group A/E				Task a: Existing Conditions Survey and Documentation	Task b: Program and Data Validation	Task c: Schematic Design	Task d: Design Development	Task e: Construction Documentation	Task f: Bidding & Negotiation	Task g: Construction Administration	Task h: Record drawings and closeout documents	Totals
Schedule Duration in Weeks				# 8	# 8	# 8	# 8	# 24	# 16	# 72	# 8	# 152
				# Cost	# Cost	# Cost	# Cost	# Cost	# Cost	# Cost	# Cost	# Cost
1. Personal Vehicle Mileage				6 \$ 750	8 \$ 838	5 \$ 509	5 \$ 509	2 \$ 298	\$ -	36 \$ 5,355	1 \$ 149	63 \$ 8,406
Mileage to-from PHX office	238	\$ 0.625	\$ 148.75	5 \$ 744	5 \$ 744	3 \$ 446	3 \$ 446	2 \$ 298	\$ -	36 \$ 5,355	1 \$ 149	55 \$ 8,181
Orlando (R. Nichols)	50	\$	\$ 31.25	\$ -	2 \$ 63	2 \$ 63	2 \$ 63	\$ -	\$ -	\$ -	\$ -	6 \$ 188
Cleveland (R. Heintal)	50	\$	\$ 31.25	\$ -	1 \$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1 \$ 31
Long Beach (E. Guizetti)	10	\$	\$ 6.25	1 \$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1 \$ 6
3. Airport Parking				1 \$ 45	3 \$ 186	2 \$ 120	2 \$ 120	\$ -	\$ -	\$ -	\$ -	8 \$ 471
Orlando (R. Nichols)	\$	20.00	\$ 60.00	\$ -	2 \$ 120	2 \$ 120	2 \$ 120	\$ -	\$ -	\$ -	\$ -	6 \$ 360
Cleveland (R. Heintal)	\$	22.00	\$ 66.00	\$ -	1 \$ 66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1 \$ 66
Long Beach (E. Guizetti)	\$	15.00	\$ 45.00	1 \$ 45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1 \$ 45
5. Lodging				2 \$ 208	6 \$ 870	4 \$ 498	4 \$ 580	\$ -	\$ -	\$ -	\$ -	16 \$ 2,156
1 night Tucson winter			\$ 145.00			2 \$ 290	4 \$ 580	\$ -	\$ -	\$ -	\$ -	12 \$ 1,740
1 night Tucson summer			\$ 104.00	2 \$ 208	6 \$ 870	2 \$ 208						4 \$ 416
6. Meal and Incidental Expenses				3 \$ 123	9 \$ 368	6 \$ 245	6 \$ 245	\$ -	\$ -	\$ -	\$ -	24 \$ 980
full day		\$	\$ 49.00	1 \$ 49	3 \$ 147	2 \$ 98	2 \$ 98	\$ -	\$ -	\$ -	\$ -	8 \$ 392
partial day		\$	\$ 36.75	2 \$ 74	6 \$ 221	4 \$ 147	4 \$ 147	\$ -	\$ -	\$ -	\$ -	16 \$ 588
7. Single Day Reimbursement (per person from PHX)				10 \$ 150	20 \$ 225	12 \$ 135	12 \$ 135	4 \$ 60	\$ -	84 \$ 1,260	\$ 15	142 \$ 1,980
	\$	15.00		5 \$ 75	5 \$ 75	3 \$ 45	3 \$ 45	2 \$ 30	\$ -	36 \$ 540	1 \$ 15	55 \$ 825
	\$	15.00		5 \$ 75	5 \$ 75	3 \$ 45	3 \$ 45	2 \$ 30	\$ -	36 \$ 540	\$ -	54 \$ 810
	\$	15.00		\$ -	5 \$ 75	3 \$ 45	3 \$ 45	\$ -	\$ -	12 \$ 180	\$ -	23 \$ 345
	\$	15.00		\$ -	5 \$ 75	3 \$ 45	3 \$ 45	\$ -	\$ -	\$ -	\$ -	11 \$ 165
Flights				1 \$ 300	3 \$ 1,600	2 \$ 1,000	2 \$ 1,000	\$ -	\$ -	\$ -	\$ -	8 \$ 3,900
to-from Orlando (R. Nichols)	\$	500.00		\$ -	2 \$ 1,000	2 \$ 1,000	2 \$ 1,000	\$ -	\$ -	\$ -	\$ -	6 \$ 3,000
to-from Cleveland (R. Heintal)	\$	600.00		\$ -	1 \$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1 \$ 600
to-from Long Beach (E. Guizetti)	\$	300.00		1 \$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1 \$ 300
Car Rental				1 \$ 150	3 \$ 450	2 \$ 300	2 \$ 300	\$ -	\$ -	\$ -	\$ -	8 \$ 1,200
In Tucson, 48 hours	\$	150.00		1 \$ 150	3 \$ 450	2 \$ 300	2 \$ 300	\$ -	\$ -	\$ -	\$ -	8 \$ 1,200
Parking in Tucson				3 \$ 15	4 \$ 20	2.5 \$ 13	2.5 \$ 13	1 \$ 5	\$ -	18 \$ 90	0.5 \$ 3	31.5 \$ 158
estimated 1/2 of trips, other parking in DLRG Building	\$	5.00		3 \$ 15	4 \$ 20	2.5 \$ 13	2.5 \$ 13	1 \$ 5	\$ -	18 \$ 90	0.5 \$ 3	31.5 \$ 158
	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Expenses, travel				\$ 1,741	\$ 4,594	\$ 2,842	\$ 2,924	\$ 363	\$ -	\$ 6,705	\$ 166	\$ 19,333

Exhibit B



ARCHITECTURE ENGINEERING PLANNING INTERIORS

Compensation Schedule; Wage Rates

Pima County, Superior Courts TI

7/21/2023

Item #	Staff Classification / Title	Wages	Overhead	Wages Plus Overhead	Fee	Total Hourly Rate
DLR Group (Architectural, Engineering, Interior Design)						
1	Principal	\$ 88.75	\$ 142.00	\$ 230.75	\$ 18.46	\$ 249.21
2	Project Manager (Discipline Leader)	\$ 76.50	\$ 122.40	\$ 198.90	\$ 15.91	\$ 214.81
3	Project Engineer or Architect	\$ 68.25	\$ 109.20	\$ 177.45	\$ 14.20	\$ 191.65
4	Architect or Engineer	\$ 58.75	\$ 94.00	\$ 152.75	\$ 12.22	\$ 164.97
5	Professional	\$ 48.25	\$ 77.20	\$ 125.45	\$ 10.04	\$ 135.49
6	3D Scanning Technical	\$ 58.75	\$ 94.00	\$ 152.75	\$ 12.22	\$ 164.97
7	Interior Designer	\$ 58.75	\$ 94.00	\$ 152.75	\$ 12.22	\$ 164.97
8	Clerical	\$ 29.75	\$ 47.60	\$ 77.35	\$ 6.19	\$ 83.54
9						
Mechanical Engineering (KC Mechanical) - Rates per KC Mechanical's Master Services Agreement						
10	Sr Engineer	\$ 59.00	\$ 82.01	\$ 141.01	\$ 14.10	\$ 155.11
11	Prof Engineer	\$ 45.00	\$ 62.55	\$ 107.55	\$ 10.76	\$ 118.31
12	Designer	\$ 32.00	\$ 44.48	\$ 76.48	\$ 7.65	\$ 84.13
13	Clerical	\$ 22.00	\$ 30.58	\$ 52.58	\$ 5.26	\$ 57.84
14						
Compusult (Estimating Consultant)						
15	Senior Estimator	\$ 85.00	\$ 31.45	\$ 116.45	\$ 9.32	\$ 125.00
16						

Scope c -Lighting Design scope

The interior and exterior lighting design for the Pima County Courthouse Renovation project includes the design and documentation for the following:

Design Phases - Key Tasks and Deliverables

- Review and analyze lighting requirements for each of the following spaces within the project scope:
 - Courtrooms
 - Judges Chambers
 - Meeting Rooms
 - Offices
 - Lobby
 - Jury Deliberation
 - Work rooms
 - Circulation
 - Back of House support spaces
- Prepare an early schematic package for the typical interior lighting throughout the Courthouse building. This package will include proposed design aesthetics, design criteria, pertinent client standards, controls intent, illumination and lighting power density targets.
- Review architectural and performance information for spaces in the scope of work and analyze the lighting requirements for spaces, the aesthetic goals, the desired mood, the visual tasks to be performed by the occupants for the various areas, and the functional requirements for the entire lighting system.
- Provide proof of concept modeling using photometric calculation software for purposes of evaluating fixture performance and illumination values for the spaces.
- Continually work with the Design team, Contractor, and Owner to help keep the project on budget while also meeting the project goals.
- Select fixtures and evaluate lighting levels for the various spaces in collaboration with the design team and prepare lighting drawings, details, elevations, ceiling plans, control intent, lighting fixture schedules, and specifications.
- Provide a Basis of Design Report outlining the recommended program for the lighting controls throughout, for the Owner's review and approval.
- Attend regular conference calls or in-person with design and/or client team.

Construction Phase – Key Tasks and Deliverables

- Respond in writing to RFI's, Contractor's and Supplier's questions regarding the lighting systems.
- Perform reviews of fixture submittals and shop drawings as well as review of requests for substitution if the Constructor documents specific savings or accelerated delivery to the Owner.



July 21, 2023

Mr. Shane Chism, AIA
DLR Group
177 N. Church Avenue, Suite 755
Tucson, Arizona 85701

Re: Pima County Courts TI

Dear Shane,

Thank you for requesting a professional fee proposal from KC Mechanical Engineering for the above referenced project. Our scope of services shall include the Engineering, Design, Specifications, and Construction Administration for the mechanical and plumbing systems on this 22,600 sf courts TI in the 6th floor and 8,900 sf office TI in the 7th floor of the Public Service Center and demo for approximately 29,000 sf of the 7th floor of the Superior Court Building with a construction budget of \$15 million. This proposal includes the following scope of work:

1. Attending meetings in Tucson as needed throughout the design process.
2. Field verification of existing visible conditions.
3. The Schematic design will include review of the existing conditions and plans. Preliminary HVAC calculations will be provided and evaluation of the existing air handlers and ductwork for the proposed floor plans. Modifications to the existing mechanical systems already installed will be reviewed with the architect and owner. The impact to the currently occupied areas will be evaluated and coordinated with the architect and owner. Preliminary equipment schedules will be provided along with descriptions of all mechanical improvements. Preliminary plumbing calculations will be provided and evaluation of the existing plumbing systems. Modifications to the existing plumbing systems already installed will be reviewed with the architect and owner. The impact to the floors below for new sewer piping will be evaluated and coordinated for adequate access and shut-downs. Preliminary fixture schedules and cut sheets will be provided along with a description of all plumbing improvements.
4. The Superior Court Building work will include demo of all mechanical and plumbing systems back to mains and capped for future TI. The sheriff's offices and core areas may need to remain occupied and operational.
5. The Public Service Center mechanical design will include HVAC calculations and design using the existing air handler and main ductwork with new VAV terminal units with hot water reheat for individual temperature control. Exhaust will be designed as needed and connected to the existing exhaust system stubbed out on these levels. Much of the ductwork and piping on the 7th floor will be re-worked to provide sufficient ceiling heights.
6. The Public Service Center plumbing design will include fixtures for the toilet rooms along with possible showers, sinks, and other fixtures as needed. Cold water, hot water, sewer, and vent piping will be designed and connected to the existing stub-outs on each floor.

Some of the existing piping will need to be re-worked to provide sufficient ceiling heights. Fire sprinkler design criteria will also be provided along with review of various sprinkler heads for critical ceilings. The fire sprinkler design criteria will include the work to be provided in both the Public Service Center and the Superior Court Building.

7. Construction administration services will include equipment and material data submittal review, responding to contractor's RFIs, and approximately 5 site observation visits/reports. As-built plans will be provide based on the contractor's field notes and final Revit model, ACAD, and PDF plans will be submitted.

We are proposing a lump sum fee distributed as follows:

Schematic Design	\$ 26,422.00
Design Development	\$ 39,746.00
Construction Documents	\$ 53,849.00
Construction Administration	\$ 14,108.00
Total Professional Fee	\$134,125.00

This proposal excludes the following items that can be provided if requested as an additional service:

- A. Testing or air/water flow measurements of the existing mechanical systems.
- B. Field verification of existing conditions behind concealed surfaces. This may include scoping concealed sewer lines, removing pipe insulation, etc.
- C. Design for any new mechanical equipment or modifications to the existing mechanical equipment other than rebalancing.
- D. Any upgrades or modifications to the central plant.
- E. Fire sprinkler hydrant flow test, hydraulic calculations, or piping/head layout.
- F. Acoustical analysis or calculations.
- G. LEED, Well Building, Green Globes, Energy Star, or other similar certification or evaluation.
- H. Evaluation or documentation for any type of sustainability.
- I. Energy modeling to estimate energy use and life cycle cost analysis.
- J. Construction cost estimates.
- K. Attending more than approximately 5 site observation visits during construction.
- L. Commissioning services for the new mechanical systems and controls.

If this proposal is acceptable, please provide an AIA Agreement to our office. We look forward to working with your office on this project.

Sincerely,
KC Mechanical Engineering, LLC



Kenneth M. Cawthorne, PE

Scope h -Telecommunications/Data Design scope

Design Phases - Key Tasks and Deliverables

- Space Planning for telecommunications/data equipment and pathways dedicated to serve the project. A narrative will be developed that describes the telecommunications/data connectivity systems for pricing. (Audio Video and other specialty services are described and included in other sections.)
- Document production for the new construction and any minor retrofits needed in the existing building to suit the new construction.
- Coordination and documentation of pathways and rough-in for equipment and connectivity needed to serve programmed spaces. (Active equipment and equipment selection, documentation, and specification are not included in this scope.)

Telecommunications/Data Design (Telecom design) includes the planning and design of the following systems:

- Telecom connectivity
 - Provisions for Telecom/Data service from a utility provider into the building
 - Backbone connections between the incoming service(s) and the Main IT room and to the floor serving rooms
 - Horizontal cabling connecting end user devices to the floor serving rooms
 - Data connectivity for Wi-Fi Access Points (Access point electronics to be provided by client/owner) based on square footage coverage and number of occupants
 - Connections for Vaping detectors
 - Connections for visitor screening and counting
 - Connections for Point of Sale Stations
- Systems included in Telecom design
 - Telecom cabling noted above
 - Door entry intercom system(s)
 - Classroom Intercom/paging
 - General overhead paging
 - Synchronized clocks
 - Specification of an Emergency Responder Radio Communication System (delegated design)
 - Area of Rescue Assistance system for "Areas of Rescue Assistance" and elevator lobbies which are a part of the accessible means of egress
 - Emergency call/notification stations, as directed by client.

Assumptions / Clarifications – Telecom/Data

The following items are excluded from the Telecom/Data scope of work:

- Audio video documentation and specifications. (AV scope is described in the AV scope section)
- Security documentation and specifications.
- Predictive Radio frequency heat mapping (all frequencies, HF, VHF or UHF)

Scope c -Security Design scope

Design Phases - Key Tasks and Deliverables

- Space Planning for security equipment head end and main pathways dedicated to serve the new construction. A narrative will be developed that describes the security systems for pricing. Audio Video and other specialty services are described and included in other sections.
- Document production for the new construction and any minor retrofits needed in the existing building to suit the new construction.
- Coordination and documentation of pathways and rough-in for equipment and connectivity needed to serve programmed spaces. Active equipment and equipment design, documentation, and specification are included in this scope.

Security Consulting and Technical Security Design includes the planning and design of the following systems

- Physical Security and Safety Consulting
 - Recommending appropriate security features and arrangements for Physical Security
 - Architectural Door Hardware Review
- Technical Safety and Security systems
 - Security Surveillance Television (SSTV/CCTV) System
 - Intrusion Detection
 - Electronic Access Control system
 - Electronic Door Hardware coordination
 - Duress alarm/lockdown stations (Panic and hold-up)

Assumptions / Clarifications – Security

The following items are excluded from the Security scope of work, and may be available as optional services:

- Audio video documentation and specifications. (AV scope is described in the AV scope section)
- Telecommunications documentation and specifications.
- Predictive Radio frequency heat mapping (all frequencies, HF, VHF or UHF)

Scope j - Audiovisual Systems scope

The following systems are assumed to be applicable to this project type and would be the responsibility of the audiovisual design team to accommodate and integrate with overall project design:

- Speech Reinforcement and Audio Playback Systems
- Zoned Distributed Loudspeaker Systems
- Privacy/Sound Masking System
- Wireless Microphone Systems
- ADA Compliant Assisted Listening Systems
- Video Presentation Systems
- Video Display and Projection Systems
- Audio/Video Distribution Systems
- Videoconference Systems
- Isolated AV Networks for Signal Transport and Control
- Control Systems for Audiovisual Equipment
- Digital Signage System

The following spaces indicated in the program schedule are anticipated to be applicable to the audiovisual scope of work and require one or more of the above-mentioned system types to be designed and documented as part of the needs of this project. Each space will be evaluated as part of the design process to confirm space system needs.

- Courtrooms, Jury Deliberation Rooms, Conference Rooms, Lobby

Design Phases - Key Tasks and Deliverables

- Obtain any client standards regarding audiovisual system design and integration, as well as related documents pertaining to low voltage and communications systems to use as a basis of design.
- Develop a Design Narrative, which shall establish the criteria for the design and installation of Audiovisual Systems.
- Create an Opinion of Probable Cost for the project, identifying potential equipment and infrastructure costs related to the installation of systems.
- Assist architect and other design team members in defining required net/gross square footage needs for equipment and infrastructure related to immediate use, support, and circulation spaces. Design assist is typically in the form of a charrette with written and or sketched comments and suggestions.
- Provide detailed drawings and written specifications for the audiovisual systems appropriate for integration by the audiovisual Contractor.
- Attend design coordination meetings, which are anticipated to be every two weeks through the Design Phases. Most of these meetings will be possible via telephone or web conference (as appropriate to the topics being discussed). We have planned to participate in up to twelve (12) design coordination meetings at a maximum of 2 hours each.

Construction Phase – Key Tasks and Deliverables

- Respond in writing to RFI's and review shop drawings, submittals, and substitution requests relating to audiovisual systems.
- Time for additional shop drawings, submittals, and substitution reviews beyond one revision/resubmission will be billed on a time basis, as required. Requests will require additional written authorization.
- Visit the site up to 2 times with up to one team member at the completion of construction to observe the installation of audiovisual infrastructure, equipment, and system programming/configuration as applicable.
- Provide an observation report/punch list for each site visit.

Assumptions / Clarifications – Audiovisual

The following items are excluded from the scope of work, and are available as optional services:

- Any specification or detailing for the rigging, suspension, or mounting to walls or ceilings are to be calculated and documented by the Architect of Record and/or Structural Engineer when required by the AHJ. The audiovisual systems designer will provide and confirm standard mounting/rigging products compliant with the specified equipment, as well as the dimensions and weight for the specified equipment for coordination. These specifications and details are to be documented in Architectural or Structural details and referenced in the audiovisual design documentation as appropriate.
- 3D models, renderings, or other non-standard analytical documentation, requiring additional compensation and schedule extension.
- EASE or equal 3D model diagrams of proposed loudspeaker systems.
- Audiovisual System Software/Hardware Programming/Configuration.
- Audiovisual System Commissioning.
- CATV/IP TV design.
- Telecommunication system design.
- Digital Signage contents design.

Scope k - Acoustic Design scope

Acoustic Design scope of work includes interior sound isolation design, mechanical, electrical, and plumbing noise and vibration control, and room acoustic design. Careful coordination of acoustics elements between architecture, structural, and MEP engineering work is a key role of the acoustic design team. The intent is to provide spaces that can meet functional goals for speech privacy and speech intelligibility.

Design Phases - Key Tasks and Deliverables

- Summarize acoustical goals and project criteria (e.g., reverberation time, sound isolation, and background noise levels) to meet functional programmatic objectives and/or Owner Criteria for the programmed spaces.
- Provide acoustical finish recommendations to achieve reverberation time criteria and speech clarity goals.
- Provide sound isolation recommendations and details for walls, floors, acoustically rated doors and acoustic window assemblies as required.
- Based on the noise criteria for the various occupied areas of the building, analyze the mechanical, electrical and plumbing systems and provide guidelines for duct silencers, vibration isolation, enclosures, and/or alternate noise control elements to meet the noise criteria.

Construction Phase - Key Tasks and Deliverables

- Respond to RFI's and review submittals/substitution requests of an acoustical nature.

Assumptions / Clarifications – Acoustic Design:

The acoustics scope of services and fee estimate do not include the following services:

- LEED analysis and documentation - Assist in preparing calculations and other required submissions for compliance with LEED acoustics credits.
- Construction phase site visits
- Elevator noise control
- Acoustical commissioning and post-construction testing
- Environmental noise study and building facade analysis

Compusult

Construction Cost Consulting
3837 East Calle De Soto
Tucson, Arizona 85716
520•882•4044

PROJECT QUOTE

Date: June 12, 2023

Firm's Name: DLR Group
6225 North 24th Street, Suite 250
Phoenix, Arizona 85016

Project: Pima County Superior Courts TI
Tucson, Arizona

Amount of
Quote: Concept Cost Estimating - \$3,000 (24 hrs.).
Schematic Design Estimate - \$3,875 (31 hrs.).
Design Development Estimate - \$5,250 (42 hrs.).
50% Construction Documents Estimate \$6,750 (54 hrs.).
90% Construction Documents Estimate \$9,250 (74 hrs.).
100% Construction Documents Estimate \$2,625 (21 hrs.).

Comments: Compusult will provide estimating at the design levels outlined above to include architectural, structural, mechanical and electrical trades. The estimates will be in standard Compusult format. Compusult excludes formal VE, CA services, meetings or reconciliation with a GC/CM. Additional cost estimating services will be provided on written approval by DLR Group and billed at \$125/hr. (Base Wage - \$85.00/hr. + Overhead - \$31.45/hr. + Fee - \$9.32/hr.).

Scope m – signage scope

Pima County Superior Courts Renovation

- Wayfinding + Signage
- ADA/Required Signage
- Wayfinding Signage

DLR Group will commence the experiential graphic design process by conducting an initial Discovery Session with the client/and or architectural team. This session will involve engaging with key stakeholders to address wayfinding + signage. It will serve as the foundation for the design of these elements. Once the team progresses to concept development three concepts will be developed for wayfinding and signage that will be based on applied standards. A specific design direction will be chosen for each concept, and DLR Group will proceed to Design Development, allowing for up to three rounds of revisions for each concept.

Upon approval of the designs, DLR Group will create a comprehensive Construction Document package. This package will include location plans, message schedules, detailed design drawings, and specifications. These documents will enable a fabricator to generate shop drawings and facilitate the construction process. DLR Group will be available to address any queries that may arise during the bidding process.

Throughout the construction phase, our team will diligently review show drawings, materials, and samples. Additionally, DLR Group will conduct a final inspection and create a punch list for the scope items related to graphics and signage.

Please note the following assumptions, qualifications, and exclusions:

1. The Client will appoint a designated point of contact for regular communication.
2. Electronic files will be delivered in Adobe Illustrator CC and Adobe PDF formats unless otherwise specified.
3. Design of content for digital displays is not included.
4. Electrical and structural design and verification will be the responsibility of the selected fabricator.
5. DLR Group licenses fonts for our computers only. Any individual working with the fonts in the project must acquire a separate license.
6. The design fee does not cover the cost of client-requested photography or original artwork that needs to be purchased.
7. Permit costs are not included.
8. The fee does not cover the cost of prototypes.

END OF EXHIBIT B - COMPENSATION SCHEDULE



CERTIFICATE OF LIABILITY INSURANCE

10/1/2023

DATE (MM/DD/YYYY)

8/1/2023

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1412072 DLR Group inc., an Arizona corp. 6225 North 24th Street, Suite 250 Phoenix AZ 85016	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: The Cincinnati Insurance Company		10677
	INSURER C: Continental Casualty Company		20443
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES 2 **CERTIFICATE NUMBER:** 19786956 **REVISION NUMBER:** XXXXXXXX

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	GLO1883909	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP1883913	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	EXS0666965	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WC1883912 EXCEPT FOR OH ND WA WY	10/1/2022	10/1/2023	<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 C	PROFESSIONAL LIABILITY	N	N	AEH591933838 RETRO DATE 6/1/86	10/1/2022	10/1/2023	\$3,000,000 PER CLAIM AND \$3,000,000 AGGREGATE CLAIMS MADE

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

THE FOLLOWING PROJECT INFORMATION IS REFERENCED FOR CONVENIENCE ONLY: RE: ARCHITECTURAL AND ENGINEERING SERVICES: SUPERIOR COURT AND PUBLIC SERVICE CENTER TENANT IMPROVEMENT PROJECT. CONTRACT #CT-CPO-24-041; PRIMA COUNTY, ITS DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS, OFFICERS, OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19786956
PIMA COUNTY PROCUREMENT DEPARTMENT
DESIGN & CONSTRUCTION DIVISION
150 W. CONGRESS STREET, 5TH FLOOR
TUCSON AZ 85701

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

AUTHORIZED REPRESENTATIVE

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Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO1883909	Effective Date: 10/1/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO1883909	Effective Date: 10/1/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement	

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO1883909

Effective Date: 10/1/2022

This endorsement modifies insurance provided under the: **Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO1883909

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Named of Person(s) or Organization(s): Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Notification to others of cancellation, non-renewal or reduction of insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO1883909	10/1/2022	10/1/2023				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization you are required to provide notice of cancellation, nonrenewal or reduction of insurance, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law	30

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP1883913

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE
FORM MOTOR CARRIER
COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DLR Group inc.,

Endorsement Effective Date: 10/1/2022

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to provide additional insured status or additional insured status on primary, non-contributory basis, in a written contract or written agreement, except where such contract or agreement is prohibited by law

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: BAP1883913

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE
FORM MOTOR CARRIER
COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DLR Group inc.,

Endorsement Effective Date: 10/1/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s): All persons and/or organizations that are required by written contract or agreement with the insured that waiver of subrogation be provided under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP1883913	10/1/2022	10/1/2023				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization you are required to provide notice of cancellation, nonrenewal or reduction of insurance, as defined above, in a written contract, written agreement, or permit except where such contract or agreement is prohibited by law	30

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 06 34

Policy Number: WC1883912

Effective Dates: 10/1/202210/1/2023

**NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization you are required to provide notice of cancellation, nonrenewal or reduction of insurance, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WC1883912

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED.

**Professional Liability and Pollution Incident Liability Insurance
Policy Endorsement**

**NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS
WHERE REQUIRED BY WRITTEN CONTRACT**

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.