



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: 01/02/18

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**  
McGann & Associates, Inc. (Headquarters: Tucson, AZ)

**\*Project Title/Description:**  
Design Services: Kino South Sports Complex

**\*Purpose:**  
Award: Contract No. CT-PW-18-184. This award of contract is recommended to the highest qualified consultant in the amount of \$1,496,285.00 for a contract term from 01/02/18 to 06/30/20 for the design of the Kino South Sports Complex. Administering Department: Public Works.

**\*Procurement Method:**  
Solicitation for Qualifications No. 272886 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D29.1. Four (4) responsive statements of qualifications were received and evaluated by a five (5) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of four (4) 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 Consultant Services Contract.

**\*Program Goals/Predicted Outcomes:**  
The first phase improvement will concentrate on developing a regional tournament complex with 12 fields and access from Benson Highway. A future Forgeus Avenue connection will be included with the reconstruction of I-10, linking the north and south elements of the complex. The first phase series of improvements will augment activities that already occur on the north complex, north of Ajo Highway. In total, on both the north and south elements, 20 long fields or soccer fields will be available for tournament play in addition to the existing baseball fields.

**\*Public Benefit:**  
By making available the facilities for regional tournaments and other long-field sports related activities, the County will become a major competitor for youth tournaments throughout Arizona and the Southwest. Activating this significant element of field capacity will facilitate future public/private partnerships and commercial investments on County lands that will be long-term leased or sold for commercial hospitality purposes. This increased activity will add to Stadium District revenues and the attraction of the Kino Sports Complex as a multiple-sports and entertainment venue.

**\*Metrics Available to Measure Performance:**  
The performance will be measured using the consultant evaluation process as outlined in BOS Policy D29.1(E)(III).

**\*Retroactive:**  
No.

Procure Dept 12/19/17 PM04:33

To: COB 12.20.17 ver 1 ygs. 176 (1)

**Contract / Award Information**

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 18-184

Effective Date: 01/02/18 Termination Date: 06/30/20 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 1,496,285.00  Revenue Amount: \$ \_\_\_\_\_

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

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

\*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 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  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): \_\_\_\_\_

Effective 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: Matt Sage, Procurement Officer Matt Sage 12-14-17

Department: Procurement 12/15/17 Telephone: 724-8586

Department Director Signature/Date: [Signature] 12.19.17

Deputy County Administrator Signature/Date: [Signature] 12/18/17

County Administrator Signature/Date: [Signature] 12/19/17  
(Required for Board Agenda/Addendum Items)



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: December 11, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to **Solicitation No. 272886 for Design Services – Kino South Sports Complex** 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 January 2, 2018.

Award is recommended to the Most Qualified Respondent.

**AWARDEE NAME**

McGann & Associates, Inc.

**OTHER RESPONDENT NAMES**

EPS Group, Inc.

Kimley-Horn and Associates, Inc.

Norris Design

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

Issued by:  /s/ Matt Sage

Telephone Number:  (520) 724-8586

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

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

<b>PIMA COUNTY PROJECT MANAGEMENT OFFICE</b>		<table border="1"> <tr> <td colspan="2" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td><b>NO.</b></td> <td><u>CT-PW-18-184</u></td> </tr> <tr> <td><b>AMENDMENT NO.</b></td> <td>_____</td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> <tr> <td colspan="2"> </td> </tr> </table>	<b>CONTRACT</b>		<b>NO.</b>	<u>CT-PW-18-184</u>	<b>AMENDMENT NO.</b>	_____	This number must appear on all invoices, correspondence and documents pertaining to this contract.			
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<b>PROJECT:</b>	<b>DESIGN SERVICES: KINO SOUTH SPORTS COMPLEX</b>											
<b>CONSULTANT:</b>	<b>MCGANN &amp; ASSOCIATES, INC. 6814 NORTH ORACLE ROAD, SUITE 210 TUCSON, ARIZONA 85704</b>											
<b>AMOUNT:</b>	<b>\$1,496,285.00</b>											
<b>FUNDING:</b>	<b>CERTIFICATES OF PARTICIPATION 2019</b>											

**CONSULTANT SERVICES CONTRACT**

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called COUNTY, and McGann & Associates, Inc., hereinafter called CONSULTANT, and collectively referred to as the Parties.

WITNESSETH

**WHEREAS**, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Design Services for the Kino South Sports Complex; and

**WHEREAS**, CONSULTANT is willing, qualified, and properly registered within the State of Arizona to provide such services; and

**WHEREAS**, based on CONSULTANT'S representations in response to Pima County Solicitation No. 272886, CONSULTANT was determined to be the most qualified for this Project; and

**WHEREAS**, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration, the parties hereto agree as follows:

**ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract, as approved by the Board of Supervisors, commences on January 2, 2018, and terminates on June 30, 2020 unless sooner terminated or further extended pursuant to the provisions of this Contract.

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.

**ARTICLE 2 – SCOPE OF SERVICES**

CONSULTANT agrees to provide Design Services for the COUNTY as described in **EXHIBIT "A" - SCOPE OF SERVICES** (21 pages), and **EXHIBIT "C" – GENERAL CONDITIONS** (49 pages) attachments 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, as required by the Pima County Procurement Code, before the work under the Amendment commences.

**ARTICLE 3 - DEFINITIONS**

**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.

**Cost Plus Fixed Fee.** The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to the 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**.

**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.

**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.

**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.

**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.

**Labor Rates.** Labor rates are the actual cost of salary paid to employees of CONSULTANT and identified in EXHIBIT "B" - COMPENSATION SCHEDULE.

**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.

**Indirect Costs.** Indirect costs are at the overhead rate identified in EXHIBIT "B" - COMPENSATION SCHEDULE.

**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.

#### **ARTICLE 4 - COMPENSATION AND PAYMENT**

In consideration of the services specified in this Contract, COUNTY agrees to 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**.

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** (64 pages). 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.

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.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed One Million Four Hundred Ninety-Six Thousand Two Hundred Eighty-Five Dollars and Zero Cents (\$1,496,285.00).

Unless otherwise agreed, CONSULTANT will submit invoices monthly. 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.

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 therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. 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.

COUNTY has ten (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.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment shall be at CONSULTANT'S own risk.

#### **ARTICLE 5 - PROJECT BASELINE AND ADJUSTMENTS**

- A. 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.
- B. 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:

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 (1) 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.
  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 (5) 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 (2) 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.
  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.
  4. If any of the causes of delay in Paragraphs 1 or 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.
  5. If any of the causes of delay in Paragraphs 1 or 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. 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.
  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.
- C. 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.

#### **ARTICLE 6 – REALLOCATION OF FUNDS**

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.

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:

- A. 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.

- B. 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.
- C. 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.

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.

## **ARTICLE 7 – 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. The CONSULTANT is free to purchase additional insurance.

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.

### **7.1 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.

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 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.
- 7.1.4 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.

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 two (2) years beginning at the time work under this Contract is completed.

### **7.2 Additional Insurance Requirements:**

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

- 7.2.1 Additional Insured Endorsement: 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 the CONSULTANT.

- 7.2.2 Subrogation Endorsement: 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 the CONSULTANT.
- 7.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the 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, as provided by A.R.S. § 41-621 (E).
- 7.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

**7.3 Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement Department, 130 West Congress Street, Tucson AZ 85701, and Fax 520-724-4434.

**7.4 Verification of Coverage:**

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 7.4.1 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.
- 7.4.2 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.

**7.5 Approval and Modifications:**

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**ARTICLE 8 – INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY its agents, employees or indemnities.

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.

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.

**ARTICLE 9 – COMPLIANCE WITH LAWS**

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

**ARTICLE 10 – STATUS OF CONSULTANT**

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

**ARTICLE 11 – CONSULTANT'S PERFORMANCE**

CONSULTANT will perform the work in accordance with the terms of the Contract and 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 the approval of COUNTY.

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 Agreement. 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 Agreement, 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.

**ARTICLE 12 – 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 thereof 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.

**ARTICLE 13 – 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 see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

**ARTICLE 14 – NON-ASSIGNMENT**

CONSULTANT will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

**ARTICLE 15 – NON-DISCRIMINATION**

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **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.

**ARTICLE 16 – AMERICANS WITH DISABILITIES ACT**

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so may result in the termination of this Agreement.

**ARTICLE 17 – CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

**ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT**

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) 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.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
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;
  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;
  3. Refusal or failure to remedy defective or deficient work within a reasonable time;
  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;
  5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract;
  6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;

7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
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.

C. In the event of a termination for default:

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 (5) business days after the effective date of the termination;
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
3. Subject to the immediately preceding subparagraph 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.

D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—

1. Excepting item 8. in paragraph B 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—
  - (i) Acts of God or of the public enemy,
  - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
  - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
  - (iv) Fires,
  - (v) Floods,
  - (vi) Epidemics
  - (vii) Quarantine restrictions,
  - (viii) Strikes,
  - (ix) Freight embargoes,
  - (x) Unusually severe weather, or
  - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
2. CONSULTANT, within seven (7) 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.

E. For the purposes of paragraph A 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.

F. 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 the Contract for convenience.

G. 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.

**ARTICLE 19 – 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 fifteen (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.

**ARTICLE 20 – 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.

**ARTICLE 21 – 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:**

Nancy Cole  
Pima County Project Management Office  
Public Works Building  
201 North Stone  
Tucson, Arizona 85701  
Tel: (520) 724-3612

**CONSULTANT:**

Donald McGann, R.L.A., President  
McGann & Associates, Inc., Landscape Architects  
6814 North Oracle Road, Suite 210  
Tucson, Arizona 85704  
Tel: (520) 297-9540

**ARTICLE 22 – OTHER DOCUMENTS**

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 272886, 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.

**ARTICLE 23 – REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Article 27 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.

**ARTICLE 24 – 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.

**ARTICLE 25 – BOOKS AND RECORDS**

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.

CONSULTANT will retain all records relating to this Contract at least five (5) 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.

## **ARTICLE 26 – DELAYS**

Neither Party hereto will be considered in default in the performance of its obligations hereunder 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.

## **ARTICLE 27 – DISPUTES**

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 (1) 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.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

## **ARTICLE 28 – OWNERSHIP OF DOCUMENTS**

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest 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.

## **ARTICLE 29 – PUBLIC INFORMATION**

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.

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.

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 ten (10) business days after the date of notice to the CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, 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.

**ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONSULTANT hereby 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.

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.

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 MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT will advise each sub-consultant of COUNTY'S rights, and the sub-consultant'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."

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.

**ARTICLE 31-ISRAEL BOYCOTT CERTIFICATION**

CONSULTANT hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by CONSULTANT may result in action by the County up to and including termination of this Contract.

*(The remainder of this page is intentionally left blank)*

**ARTICLE 32 - ENTIRE AGREEMENT**

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

PIMA COUNTY:

CONSULTANT:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

**TOBIN ROSEN**

\_\_\_\_\_  
Name (Please Print)

12/18/17  
Date

  
\_\_\_\_\_  
Signature

DONALD MCGOWAN, PRESIDENT  
Name and Title (Please Print)

12/18/17  
Date



## EXHIBIT "A" - SCOPE OF SERVICES (21 Pages)

### **SECTION 1: Background Information and Project Description**

Pima County (County), on behalf of the Kino Stadium District (KSD), is issuing this Solicitation for Qualifications (SFQ) for the development of the County-owned land south of Interstate 10 as a sports complex, and for potential changes to the existing complex to maximize the business potential of the entire site. This includes a continuing goal to provide public recreational opportunities at low cost and generate revenue to support the complex without general fund subsidy, or with a reasonable amount of subsidy.

County is hereby seeking Statements of Qualifications (SOQ) from teams interested and qualified to design the first phase improvements that will concentrate on developing a regional tournament complex with access from Benson Highway as a Construction Manager at Risk (CMAR) project. The elements of the Master Plan to be initially constructed in this first phase of improvements will include:

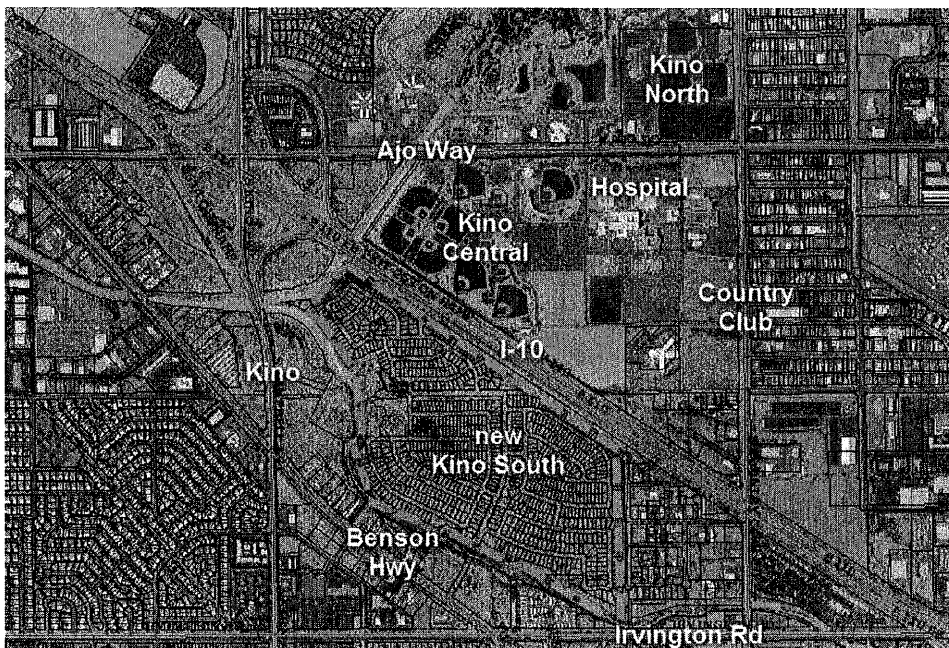
- Twelve (12) lighted long fields (natural turf)
- One (1) building that will house: concessions, locker room, restrooms and offices,
- Perimeter fencing
- Two (2) additional restrooms located near the turf fields
- Lighted parking lots with solar panels
- \*Roadway connection to Benson Highway across the Julian Wash
- Ancillary landscaping /site furnishings
- Extension of utilities.

\*Please see task 6 and Task 7 for additional services.

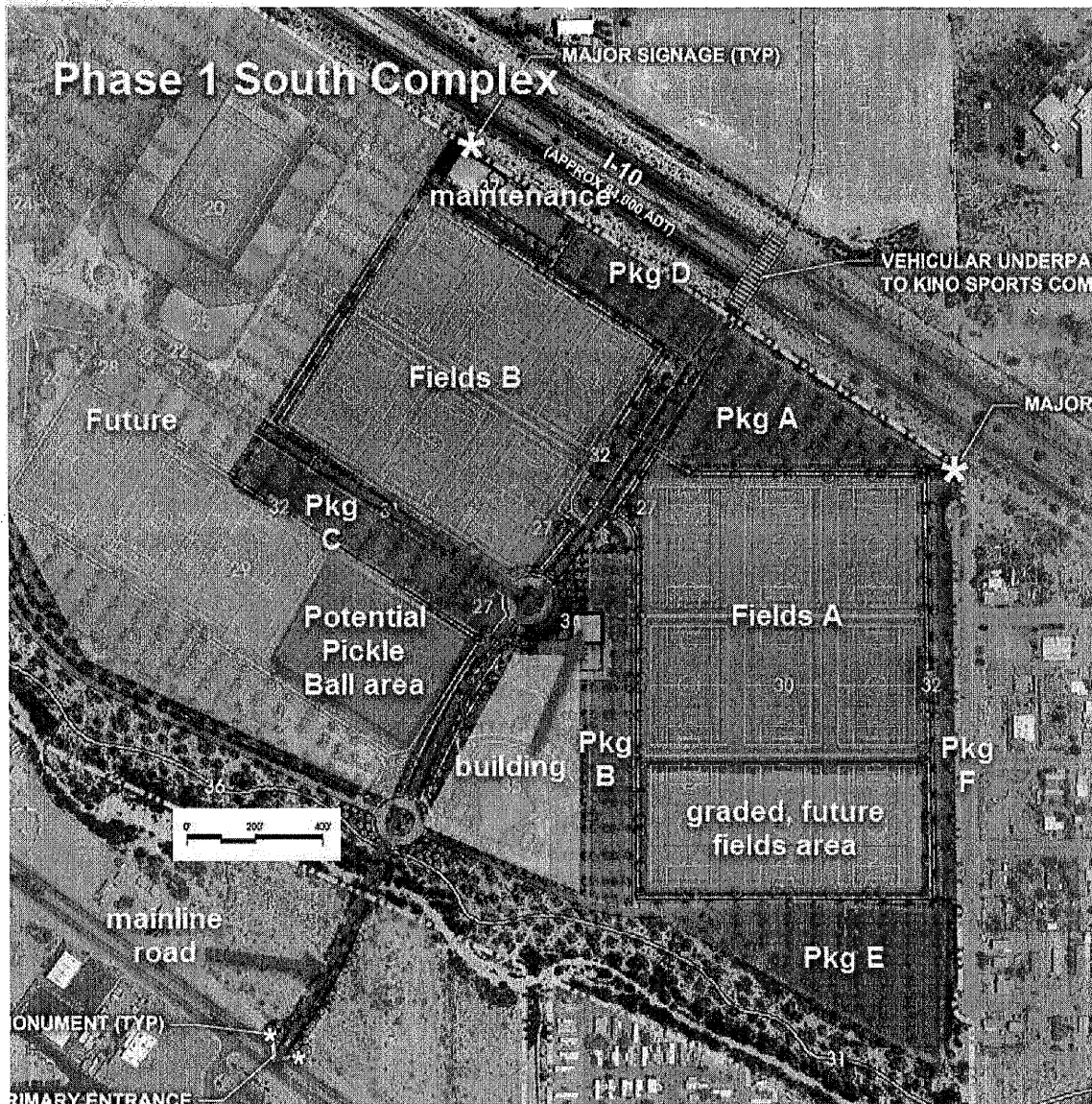
Additional potential uses will be researched to accommodate possible pickle ball tournaments.

#### **Project Location:**

This project is located south of I-10, east of Kino Parkway, north of Benson Highway and west of Country Club Road (see map below)



**Master plan for Phase 1: location plan of amenities:**



**Project Objectives**

The development of this site is intended to help the County meet the following objectives:

1. Improve development in the area, provide impetus for redevelopment;
2. Generate tax revenue/ increase economic development opportunities;
3. Increase sports tournament opportunities/ Tie in with existing Stadium District tournament play;
4. Expand sports partnership opportunities (e.g. Special, Senior, Para Olympics, U of A sports, Banner/TMC/VA);
5. Integrate healthy community practices;
6. Walkable site/ pedestrian facility integrated into the Loop, physical connectivity to remainder of Kino site;
7. Beautify key gateway to downtown Tucson along Benson Hwy & Kino; and
8. Meet / exceed our sustainability goals during development.

**General Scope of Work and Schedule:**

The follow list of tasks is not necessarily inclusive and is offered only for the Consultant's convenience. The Consultant shall be responsible for professional design development including construction documents and construction administration services for improvements to Kino South Sports Complex and shall propose a full and comprehensive scope of work. This Project shall be delivered as a Construction Manager at Risk (CMAR) project.

- **Design Development including Construction Documents (Anticipated timeframe from Jan. 2018-Nov. 2018)**
  - Programming
  - Schematic Design
  - Design Development
  - Construction Documentation:
    - 50% CD Review Documents
    - 90% CD Review Documents
    - 100% Permit Documents
  - CMAR Coordination
    - Participation in Value Engineering, Constructability and partnering with the CMAR
    - Review and evaluation of Guaranteed Maximum Price (GMP) package(s) as needed
    - Potential coordination of early / multiple GMP's design packages as needed
- **Construction Administration**
  - Anticipated to be 12-18 months

The CONSULTANT shall also provide any and all presentation materials, which may include the following: presentation boards, color and material finish boards, Power Point presentations etc. Provide separate line items in the fee proposal.

Design services shall include (not limited to) the following as required:

- Civil Engineering
- Architectural Services
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Landscape Design
- Fire Protection Delegated Design
- Fire Alarm Engineering
- Electrical Engineering
- Building and room identification signage
- Cost Estimating at Schematic Design, Design Development, 50% and 90% CD's and GMP package evaluations.
- ADA Compliance

The Consultant shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. All Pima County facilities shall be in compliance with the Americans with Disabilities Act.

**Project Management:**

The Consultant shall provide a Project Manager who will be in charge of all activities of the project. The Consultant's project manager will allocate the Consultant's resources and establish all internal staff responsibilities. The County will provide a PM who will serve as the Consultant PM's primary contact, and this PM may be either internal County staff, or an external consultant.

#### Project Communication:

Project communication shall be conducted by e-mail or written correspondence to maintain a clear record of decision. The PM shall receive all e-mail correspondence and shall be copied where a third party is being contacted. Official and other signed documents may be delivered directly to the PM or may be mailed. Telephone correspondence is acceptable only when followed immediately by a confirmatory e-mail.

#### Quality Assurance /Quality Control:

The Consultant will perform internal quality assurance and quality control (QA/QC) activities. The Consultant shall identify the QA/QC Staff that will provide guidance on project methodology and criteria, review of project deliverables, and will perform checks of engineering calculations. QA/QC staff will consist, as a minimum, of a senior level engineer experienced in site civil and facility planning, design, and construction, who are not otherwise involved in the day-to-day project activities.

The Consultant has total responsibility for the accuracy, timeliness and completeness of the work and documents furnished. The County PM will review the submittals to determine if quality control procedures are being applied and if they are adequate and appropriate for the work presented. Deliverables shall be accompanied by a QA/QC review stamp, with a signature and date space for the document author and the QA/QC responsible party.

Additional QA/QC documentation may be in the form of copies of appropriate deliverables lists, tables, checklists, etc. which show columns for checking, revision, re-checking, and quality control reviews, as appropriate. Submittals to the County not accompanied by the QA/QC Stamp, which verifies the use of quality control procedures, shall be returned to the Consultant. Documentation of the application of quality control procedures will be a requisite element of each review submittal.

## **SECTION 2: Scope of Work**

#### Design General Provisions

All work shall be performed by persons licensed in the State of Arizona for the type of Professional Services required, or by persons under direct supervision of the licensed Professional, for which the Licensed Professional(s) assumes responsibility. The names of the licensed Professional(s) shall be supplied. They shall be responsible for the drawings and specifications pertaining to the Professional Services they provide, by sealing and signing all drawings and specifications for which they are responsible.

The COUNTY lacks the available expertise for the Project, and has therefore, by this Agreement, employed the CONSULTANT. Written approval of plans, specifications, and reports by the County 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.

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 2010 format or newer. 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 Pre-Design and Design Services. The CONSULTANT shall submit each schedule revision to the COUNTY for review and approval.

If a responsive construction price proposal for construction of the Project is not received for an amount within the construction budget, the CONSULTANT shall, in consultation with the COUNTY, revise the scope and/or quality of the project to obtain a satisfactory proposal to construct the project in accordance with A.R.S. 34-104, at no additional cost to the COUNTY, unless otherwise agreed upon by the COUNTY. This may require revision of drawings for an open bid process if the COUNTY and CONTRACTOR cannot agree upon a price.

### **Construction General Provisions**

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona, and as the same may hereinafter be amended with approval of both parties after review by the CONSULTANT.

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.

CONSULTANT'S Construction Administration Phase shall commence with the notice-to-proceed to the General Contractor and will terminate Sixty (60) days following issuing of the Certificate of Substantial Completion. 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 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 that of the COUNTY.

The CONSULTANT, as the representative of the COUNTY during the Construction Phase, shall advise and consult with the COUNTY. 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 at all times have access to the Work whenever it is in preparation or progress.

The CONSULTANT shall make sufficient visits to the site so as to ascertain the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. SUB-CONSULTANTS to the CONSULTANT shall also furnish periodic written records of their inspection of the Work, which shall be submitted to the COUNTY, through the CONSULTANT, for the COUNTY files.

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 he 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.

However, 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 construction inspection times and items to be inspected, and said schedule shall be made part of the successful Contractor's required performance.

Notwithstanding any provisions of previous paragraphs, and based on such observations at the site 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 (AIA Form G-702).

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; 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 he is 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, he 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:

- a) Defective work not remedied, or;
- b) Claims filed, or reasonable evidence indicating probable filing of claims, or;
- c) Failure of the Contractor to make payments to sub-contractors for labor, materials or equipment, or;
- d) Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum, or;
- e) Damage to another contract, or;
- f) Reasonable indication that the Work will not be completed within the Contract Time, or;
- g) Unsatisfactory execution of the Work by the Contractor.

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

The CONSULTANT may, on 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 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, as part of his Construction Administration services, Special Inspections if the Construction Documents, laws, ordinances, etc., of any public authority require any work to be specifically tested or approved, or if the CONSULTANT deems such testing or approval necessary, he shall make inspections of the Work and materials after notice from the Contractor of its readiness for inspection. Inspection by the CONSULTANT shall be promptly made and where practicable at the source of supply.

The CONSULTANT shall have the authority to reject Work, which does not conform to the Contract Documents, and to require, if in his opinion 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. The CONSULTANT shall furnish any requested additional instructions in writing, by means of drawings, or otherwise, 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 therefrom.

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 not inconsistent 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 shall receive written guarantees, waiver of liens, and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

**TASK 1.0 GENERAL ADMINISTRATION**  
(This task applies to entire design effort)

The following tasks include general administrative duties related to meetings and scheduling. These tasks apply to both the Site Civil scope and the Concessions Building scope.

**Subtask 1.1 Kick-off Meeting**

The Consultant shall coordinate and facilitate a kickoff meeting with the project team and selected County staff to outline the scope of work, and discuss the overall goals of the project. The kick-off meeting shall identify and/or include key personnel or stakeholders that will provide input to aid Consultant. The Kick-off meeting will identify areas that need additional input or further research, and will set the main goals for upcoming (design) efforts.

**Deliverable 1.1:** Consultant shall prepare the minutes from the kick-off meeting for distribution to the attendees within five (5) working days of the meeting.

**Subtask 1.2 Public Stakeholder Meeting(s)**

The Consultant shall work with the County for any scheduled public stakeholder meetings required. Public stakeholder meeting(s) may be required to coordinate input from the community stakeholder groups regarding items such as field layout, specific amenities, sports lighting, public art input, or any other topics relating to master planning the park. If master planning is already completed, stakeholder meetings may be a more informative open house forum, where the current scope of work for design/construction are reviewed. Stakeholder meetings will require some or all of the following services:

- Presentation materials
- Survey / comment cards for documentation, with review
- Present planning or design concepts

**Deliverable 1.2:** Consultant shall prepare any materials needed for the meeting, including maps, boards or digital presentations. Consultant shall document any outcomes from the public meeting that require response or impact decisions.

**Subtask 1.3 Progress Meetings**

The Consultant shall schedule and facilitate over the shoulder progress meetings on a monthly basis to review the work progress and solicit comments and information. These meetings will identify efforts and expectations for the remainder of the work. The Consultant shall prepare the agenda and minutes of progress meetings for review and approval by the PM prior to distribution. Construction administration meetings shall be included in Task 4.0, below.

**Deliverable 1.3:** The Consultant shall prepare the Progress Agenda with key progress issues to be delivered at each progress and review meeting. Consultant shall prepare the minutes from the progress meeting(s) for distribution to the attendees within five (5) working days of the meeting.

**Subtask 1.4: Scheduling**

The Consultant will provide a schedule developed in MS Project 2010 (or compatible) of all planned tasks and activities for the project. The schedule shall include critical milestones and deliverable dates for each task, and identify the critical path. Schedules should be reviewed monthly for updated, and if a task is noted to be behind schedule during the schedule review, Consultant will develop a schedule recovery action plan for that task. A copy of the schedule recovery action plan shall be turned in to PM for review and filing.

**Deliverable 1.4:** On a monthly basis, included in the Progress Meeting, a schedule of activities will be turned in to PM describing the work performed and the status of completion (See Above). Additionally, if required, any **Schedule Recovery Action Plans** will be developed and transmitted to the County within five (5) days of the meeting where delay was identified.

**Subtask 1.5: Construction Manager at Risk Coordination (CMAR)**

The Consultant will coordinate with the CMAR throughout the design process as a partner for the project. This will include typical expected tasks such as value engineering, constructability review, coordination of design details or materials, working to adjust scope and methods to develop a project within budget or any other design coordination related task typical of a CMAR process. Additionally, review of Guaranteed Maximum Price (GMP) proposal(s) will be expected of the Consultant. Information regarding cost and methods will be provided to the Consultant team and may require additional design work or changes to the construction documents in order to keep the project within scope, schedule and budget. The Consultant may be asked to separate out a portion of work for an "early" GMP package, such as a utility development or site package in order to expedite construction scheduling.

**Deliverable 1.5:** The Consultant shall incorporate changes to the plans as determined by the project team including the Consultant, CMAR and County representatives. The Consultant shall also provide an independent estimate and cost review at each GMP provided for the project.

**TASK 2.0 DESIGN SERVICES – Site Civil Scope**

**Project Narrative**

This portion of the project consists of designing and constructing twelve (12) lighted long fields (natural turf), perimeter fencing, two (2) additional restrooms located near the fields, lighted parking lots with solar panels, a roadway connection to Benson Highway across the Julian Wash (optional additional services regarding bridge structures can be found in Task 6 & Task 7), ancillary landscaping / site furnishings, and the extension of utilities.

The following tasks shall be considered the design services for this project for the Site Civil scope.

**Subtask 2.1: Plans, Specifications and Estimates**

The Consultant shall produce construction contract documents including Plans, Specifications and Estimates (PS&E) so that a construction contractor obtain permits and build the improvements to Kino South Sports Complex. PS&Es shall also allow the Pima County project manager the ability to easily monitor the contractor's performance and conformance with specifications, and track progress towards completion of the project. All PS&Es shall be stamped as required by the appropriately licensed professional, registered with the State of Arizona.

The Consultant shall be responsible for the preparation of project construction cost estimates to determine the budgetary requirements of development. Cost estimates are to include all aspects of the PS&Es, permit fees, utility costs, contingency and any other specific items that will be necessary in order to develop the project during construction. Cost estimates will be required at each milestone submittal for the PS&E development. A Cost review/comparison between CMAR provided cost model and Consultant provided cost estimate will be required at each GMP provided.

The consultant shall prepare a proper schedule of values for the project estimating, including, but not limited to, a construction bid alternate schedule as well as a bid unit price schedule/breakdown, to help assure the project is within budget and for contractor GMP negotiation purposes. The schedule of values shall be coordinated with the CMAR to resolve any quantity discrepancies through a quantity reconciliation process.

As part of the design services, all required permits should be coordinated with the appropriate agencies and ready for pickup by the Contractor after GMP award. The Consultant shall work with the County to



determine the required permits, and develop the appropriate materials required for permit submittals. The consultant shall respond to all agency comments as needed to complete permit requirements.

The Consultant shall use the PAG Standard Specifications for Public Improvements 2015 Edition and the 2016 NRPR Standards and Specifications and Details to the fullest extent possible, to save design efforts as well as ensure compliance with the standards.

The following items, in addition to any above planning elements, shall be considered during the design services tasks.

- 1) **Layout:** The Consultant shall sufficiently dimension drawings for final grading plan approval, and so that a contractor may accurately cost estimate during GMP negotiations and install during construction.
- 2) **Grading:** The Consultant shall be responsible for all necessary field survey work required to complete the PS&Es. Plans must include critical spot elevations and cut and fill calculations/locations. The Consultant shall submit Grading Plans to Development Services Department for review, and shall be responsible for all revisions to the PS&Es that will be necessary to obtain permits at the time of construction. The Consultant shall be responsible for coordinating Grading Plan review and approval by the Pima County Flood Control Department.
- 3) **Electrical:** The Consultant shall be responsible for determining all existing electrical services and any electrical requirements necessary to provide park improvements including complete electrical distribution plans, specifications and details. Park electrical improvements include (brief summary of facilities that will require lighting/elec). Consultant shall coordinate with the utility companies in order to develop the appropriate design needs of the project. This includes any new service utility easements / legal descriptions required by the utility for the improvements.
- 4) **Water:** The consultant shall identify the capacities and location of the existing water utility service(s). This information shall be used to design (brief summary of potable water and irrigation needs – note if reclaimed). County prefers the extension of reclaimed water for irrigation of this Project. The consultant will coordinate with the appropriate utility provider regarding any new service requirements, including any easements / legal descriptions required by the utility for the improvements.
- 5) **Wastewater:** The Consultant shall identify the wastewater requirements of the proposed improvements and prepare the PS&Es accordingly. In addition, the Consultant shall respond to Pima County Building Code requirements regarding the proximity of potable and irrigation water lines to wastewater systems. The consultant will coordinate with the appropriate review agency for permitting requirements, depending on the selected wastewater system.
- 6) **Landscape:** The Consultant shall include PS&E's for landscape treatments including any mitigation requirements per ordinance. Landscape specifications must respond to the geotechnical report information, findings and recommendations for subsurface soil preparation, turf root zone soil amendment and vegetation planting pit preparation and amendment.
- 7) **Irrigation:** The PS&Es shall respond to the capacities and locations of the existing water utility service. The Consultant shall provide additional details and specifications as need to respond to specific site design requirements. The Consultant shall consider water capacity onsite, including the potential need for supplemental pumping.
- 8) **Public Art:** The Consultant shall be responsible for coordinating and working with the artist commissioned for the public art component of the project. The Pima County Project Manager is responsible for retaining the artist under separate contract.
- 9) **Stormwater:** The Consultant shall provide appropriate stormwater pollution prevention plans (SWPPP) to meet current requirements under the AZPDES permit. Where possible, the SWPPP plans should take advantage of reaching final stabilization at the end of construction and retain stormwater onsite as water harvesting where practicable. These plans shall include best management practices and serve for the contractor to use as a baseline during the GMP negotiations. The Consultant shall provide assistance to the County for the owner's NOI as

needed. During construction, the Consultant shall provide observation of the contractor's installation to the County.

- 10) **Traffic:** The Kino South Sports Complex has one entry from Benson Highway, and possible emergency access point from the east side of the project site with direct access to Country Club Road. This project should look at the current use of these entries, and may suggest any roadway improvements that may be required. This will require coordination with both the City and County Transportation departments. A traffic impact analysis will be needed for the new connection on Benson Highway for the first phase of this project as well as an overall traffic impact analysis of the entire site.
- 11) **Sustainability:** The Project must consider sustainability during design to meet County goals. The Envision Rating System shall be implemented and tracked throughout the project design and construction. Sustainable practices such as water harvesting, low impact design, use of solar shade structures should be considered during the project.

**Deliverables: 2.1:** Consultants shall provide the completed PS&Es, and shall prepare progress submittals for milestone over the shoulder reviews as follows. Over the shoulder reviews consist of meetings with all stakeholders to review progress and receive immediate feedback and direction. PS&Es should be posted digitally at least five (5) business days before the review meeting. Documentation of the reviews will consist of a PDF set of plans dated to match the review, and any meeting notes or action items resulting from the meeting. Formal owner review periods and submitted comments will not be required. Final 100% plans shall be submitted digitally as PDFs.

1. **50% plans**
2. **90% plans** (including a review with building code officials or agencies if required)
3. **100% plans** *construction permitted set; no review meeting required*

### **TASK 3.0 DESIGN SERVICES – Concessions Building**

#### **Project Narrative**

This portion of the project consists of designing and constructing a new 7,000 to 8,000 SF concessions / locker building. This facility will address the immediate needs of the first phase of development which will include 12 multi-sport turf fields. Within this building, the functions will include a concessions area with two serving windows, two offices for 4 people each, toilet rooms (the quantity of fixtures will need to be determined), a family toilet, janitor, locker/shower rooms as well as an outdoor grilling area. The outdoor grilling area and serving windows will be covered with metal canopies. For durability, it is proposed to construct the new building out of CMU block with steel roof structure and canopies. A future phase would include an addition of a large multi-use building with indoor courts, so some consideration to expandability must be incorporated into the design of the concessions building.

The Concession Building shall be designed to implement LEED elements sufficient to obtain 50 or more points per LEED v4 edition. The CONSULTANT shall maintain a scorecard during design and construction to document progress toward this goal.

CONSULTANT to provide interior space planning services and concept furniture layout. Pima County Facilities Management interior designer will select, specify, procure and manage installation for furniture and equipment.

Finish materials and color selections will be by CONSULTANT using Pima County Facilities Management's standards only. Pima County Facilities Management interior designer will have final approval.

#### **Pre-Design Services Detail**

##### **A. Programming:**

At the award of this contract, the CONSULTANT shall meet with the project partners to verify the program and the functional needs of the new building. Any previously developed building program will be given to the consultant at the time of award.

## **Design Services Detail:**

### **A. Applicable Codes and Regulations:**

The CONSULTANT shall provide construction documents and assist the COUNTY with obtaining a building permit with Pima County Development Services.

The CONSULTANT shall assist the COUNTY with submission to the Arizona State Fire Marshal for permit as applicable.

### **B. Schematic Design Phase:**

Upon the COUNTY written approval of the Project Program, the CONSULTANT shall proceed to the Schematic Design Phase of the Project, which consists of drawings, outline specifications, calculations and other documents, which establish the general, scope, conceptual design, scale and relationships between components, and any other preliminary concern specific to the Project. Documentation for the Schematic Design Phase shall be prepared in sufficient detail and technical calculation necessary to proceed to the Design Development Phase of the Project.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project Team and the CONSULTANT'S team. The submittal shall consist of PDF and AutoCAD formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY'S review comments at this time.

Within one (1) week after the submission of the Schematic Design Documents, the CONSULTANT shall submit to the COUNTY, a Statement of Probable Construction Cost. Provide hard copies and a copy in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. Approval of the Schematic Design Phase by the COUNTY is necessary before proceeding on to the Design Development Phase of the Project.

### **C. Design Development Phase:**

The CONSULTANT shall proceed with the Design Development Documents, only on written approval by the COUNTY. This Phase consists of drawings and other documents necessary to describe the size and character of the entire Project as to architectural, structural, mechanical, plumbing and electrical systems, materials, and such other disciplines and essentials as may be appropriate. Design Development Documents shall be submitted to the COUNTY for review and approval.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project team and the CONSULTANT'S team. The submittal shall consist of PDF and AutoCAD formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY'S review comments at this time.

Within one week of the submission of the Design Development Documents, the CONSULTANT shall submit an Estimate of Construction Cost. Provide hard copies and a copy in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. The CONSULTANT must receive from the COUNTY written approval of the Design Development documents before proceeding to the Construction Document phase.

### **D. Construction Documents Phases (50% and 90% Completion):**

The CONSULTANT shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including Drawings and Specifications (50% & 90% level for all disciplines), setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the General

Conditions of the Contract. The COUNTY'S Project Manager will supply these Instructions and Conditions to the CONSULTANT.

The CONSULTANT and/or sub-consultants shall meet with local and State Agencies to review and verify architectural and engineering documents. This includes, however is not limited to, consultation with Pima County Development Services, Arizona Office of State Fire Marshal, and other agencies and utility service providers as applicable. The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project Team and the CONSULTANT'S team.

The submittal shall consist of PDF and AutoCAD formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY'S review comments at this time.

Within one (1) week of each submission of the Construction Documents, the CONSULTANT shall submit a revised Estimate of Construction Cost. Provide itemized costs for materials and labor for each portion of the construction.

The CONSULTANT must receive from the COUNTY 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 Document submission to be submitted by the COUNTY'S Project Manager for obtaining the building permits and beginning the procurement process to obtain a General Contractor and furniture procurement. This submission includes drawings and full specifications, 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 such as utilities, and shall be familiar with the General Conditions of the Contract. The CONSULTANT shall conduct an in-house quality review session prior to submission to the COUNTY.

At the time of submission for building permit, the CONSULTANT shall coordinate with the COUNTY Project Manager 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 documents shall include completed permit applications, checklists, CONSULTANT Consent Form, plans, specifications, special inspection certificates (if necessary) and calculations. The COUNTY will submit these documents to Development Services and other agencies for permit review.

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.

**Deliverables: 3.1:** Consultants shall provide the completed PS&Es, and shall prepare progress submittals for milestone over the shoulder reviews as follows. Over the shoulder reviews consist of meetings with all stakeholders to review progress and receive immediate feedback and direction. PS&Es should be posted digitally at least five (5) business days before the review meeting. Documentation of the reviews will consist of a PDF set of plans dated to match the review, and any meeting notes or action items resulting from the meeting. Formal owner review periods and submitted comments will not be required. Final 100% plans shall be submitted digitally as PDFs.

1. **50% plans**
2. **90% plans** (including a review with building code officials or agencies if required)
3. **100% plans** *construction permitted set; no review meeting required*

#### **TASK 4.0 POST DESIGN / CONSTRUCTION ADMINISTRATION – Site Civil Scope**

The Consultant shall be responsible for assisting the Pima County Project Manager with construction administration and post design tasks. The Consultant shall provide

##### **Subtask 4.1: Evaluation of Guaranteed Maximum Price proposal(s)**

The Consultant shall provide necessary support to the County during the development and negotiation of the GMP package(s). This may include, but is not limited to, answering requests for information (RFI's), providing supplemental addenda information, substitution request reviews, and cost review/evaluations. The County will expect both an independent cost estimate and a cost evaluation of the GMP, along with recommendations for approval or adjustments as needed. The Consultant may be coordinating construction on an early site package while continuing to complete the final design package.

**Deliverables 4.1:** The Consultant shall provide written documentation in support of the guaranteed maximum price (GMP) negotiation process to be used as the construction contract, including RFI responses, and any required amendments to the PS&Es. Additionally, the Consultant will provide a written evaluation of the GMP as received by the County. The Consultant shall make changes to the GMP package per the CMAR process to ensure the negotiated package meets County's goals and funding availability.

##### **Subtask 4.2 Construction Administration Services**

The Consultant shall be responsible for ensuring construction conformance to the plans. This shall be provided through construction meetings, field observation and inspection as needed, submittal reviews, responses to RFI's, and review of any materials testing/special inspection materials. Specific inspections or requirements for testing should be followed as documented in the permits or PS&E's. The Consultant shall set the frequency of construction meetings determined on the level of difficulty of the work in agreement with the County and Contractor.

Responses to Submittals, RFI's or other communications from the Contractor shall be within five working days. Change Orders shall be reviewed with the Contractor and County, and any proposed changes that result in an amendment to the construction contract will be processed by the County prior to the Contractor being directed to perform the work.

Substantial completion will be documented by the Consultant, and shall only be awarded when the project is ready for useful occupation, significant construction work is fully completed, and a punch list is developed for all other remaining contractual obligations by the Contractor. This shall be documented with a substantial completion letter. Final Acceptance will be determined upon completion of the punch list and any other requirements of the PS&E's such as maintenance and operations materials.

**Deliverables 4.2:** The Consultant shall provide written documentation for the following items.

1. **Construction Meeting Minutes**
2. **Submittal Reviews**
3. **RFI's**
4. **Change Order Proposal (review/recommendation)**
5. **Substantial Completion/Punch List**

##### **Subtask 4.3 As-Built and Close-Out Documentation**

The Consultant shall be responsible for (review/approve/creation) of the As-Built documentation for the project, as provided by the contractor. Key areas of concern are the utility installation, and the location of all irrigation and electrical distribution. Any close out requirements for permits should be concluded at this time. The consultant shall package the as-built drawings plus any warranty, maintenance/operation

or other contractor provided information and review for completeness. Once approved, these shall be turned to the County's project manager.

**Deliverables 4.3:** Contractor will provide Consultant red-lined drawings noting the as-built conditions. Consultant shall provide the County complete Record Drawings in hardcopy and electronic form, six (6) hard and one (1) electronic.

**Subtask 4.4 Post Design Services**

In cases where the County identifies the need for specific activities not presently delineated within this "Scope of Work", but necessary to the completion of the project, the County shall negotiate with the Consultant to perform the necessary work and assure that appropriate compensation is available, if an agreement is reached. Such work shall be necessary to assure a complete and comprehensive project or to respond to unforeseen problems in achieving the contractual goals. The County representative shall prepare a written description of the work to be performed and solicit a written proposal from the Consultant, which addresses both cost and timing.

Use of the As-Needed Design Allowance must be approved in writing by the County prior to any work under this Task.

**Deliverables 4.4:** The Consultant shall perform as needed post design services as approved.

**TASK 5.0 POST DESIGN / CONSTRUCTION ADMINISTRATION – Concessions Building**

The Consultant shall be responsible for assisting the Pima County Project Manager with construction administration and post design tasks. The Consultant shall provide:

**Subtask 5.1: Assistance during Guaranteed Maximum Price development/negotiation**

The Consultant shall provide necessary support to the County during the GMP negotiation process. This may include, but is not limited to, answering requests for information (RFI's), providing supplemental addenda information, substitution request reviews, and cost evaluations.

**Deliverables 5.1:** The Consultant shall provide written documentation in support of the GMP negotiation process to be used as part of the PS&E package, including RFI responses, and any required amendments to the PS&Es. Additionally, the Consultant will provide a written evaluation of the cost model as received by the County.

**Subtask 5.2 Construction Administration Services**

The Consultant shall be responsible for ensuring construction conformance to the plans. This shall be provided through construction meetings, field observation and inspection as needed, submittal reviews, responses to RFI's, and review of any materials testing/special inspection materials. Specific inspections or requirements for testing should be followed as documented in the permits or PS&E's. The Consultant shall set the frequency of construction meetings determined on the level of difficulty of the work in agreement with the County and Contractor.

Responses to Submittals, RFI's or other communications from the Contractor shall be within five (5) working days. Change Orders shall be reviewed with the Contractor and County, and any proposed changes that result in an amendment to the construction contract will be processed by the County prior to the Contractor being directed to perform the work.

Substantial completion will be documented by the Consultant, and shall only be awarded when the project is ready for useful occupation, significant construction work is fully completed, and a punch list is developed for all other remaining contractual obligations by the Contractor. This shall be documented with a substantial completion letter. Final Acceptance will be determined upon completion of the punch list and any other requirements of the PS&E's such as maintenance and operations materials.

**Deliverables 5.2:** The Consultant shall provide written documentation for the following items.

1. **Construction Meeting Minutes**
2. **Submittal Reviews**
3. **RFI's**
4. **Change Order Proposal (review/recommendation)**
5. **Substantial Completion/Punch List**

**Subtask 5.3 As-Built and Close-Out Documentation**

The Consultant shall be responsible for (review/approve/creation) of the As-Built documentation for the project, as provided by the contractor. Key areas of concern are the utility installation, and the location of all irrigation and electrical distribution. Any close out requirements for permits should be concluded at this time. The consultant shall package the as-built drawings plus any warranty, maintenance/operation or other contractor provided information and review for completeness. Once approved, these shall be turned to the County's project manager.

**Deliverables 5.3:** Contractor will provide Consultant red-lined drawings noting the as-built conditions. Consultant shall provide the County complete Record Drawings (electronic PDF and AutoCAD as-built drawings) formatted per the requirements of the COUNTY at the time of submission. In addition, key shop drawings are to be scanned and submitted to the COUNTY as part of the Closeout Documents.

**Subtask 5.4 Post Design Services**

In cases where the County identifies the need for specific activities not presently delineated within this "Scope of Work", but necessary to the completion of the project, the County shall negotiate with the Consultant to perform the necessary work and assure that appropriate compensation is available, if an agreement is reached. Such work shall be necessary to assure a complete and comprehensive project or to respond to unforeseen problems in achieving the contractual goals. The County representative shall prepare a written description of the work to be performed and solicit a written proposal from the Consultant, which addresses both cost and timing.

Use of the As-Needed Design Allowance must be approved in writing by the County prior to any work under this Task.

**Deliverables 5.4:** The Consultant shall perform as needed post design services as approved.

**TASK 6.0 ADDITIONAL SERVICES – JULIAN WASH SOUTH BRIDGE**

**Project Narrative**

This portion of the project consists of designing and constructing a new prefabricated steel truss bridge or approved equal over the Julian Wash. This design shall not trigger any 404 issues. This bridge will be the connection from Benson Highway to the new Kino South Sports Complex.

The following tasks shall be considered the design services for this project for the Additional Services scope of the Julian Wash South Bridge portion.

**Subtask 6.1: Plans, Specifications and Estimates**

The Consultant shall produce construction contract documents including Plans, Specifications and Estimates (PS&E) so that a construction contractor can efficiently prepare a bid, obtain permits and build the improvements to Kino South Sports Complex. PS&Es shall also allow the Pima County project manager the ability to easily monitor the contractor's performance and conformance with specifications, and track progress towards completion of the project. All PS&Es shall be stamped as required by the appropriately licensed professional, registered with the State of Arizona.

The Consultant shall be responsible for the preparation of project construction cost estimates to determine the budgetary requirements of development. Cost estimates are to include all aspects of the PS&Es, permit fees, utility costs, contingency and any other specific items that will be necessary in

order to develop the project during construction. Cost estimates will be required at each milestone submittal for the PS&E development.

The consultant shall prepare a proper bid schedule for the project, including, but not limited to, a construction bid alternate schedule as well as a bid unit price schedule/breakdown, to help assure the project is within budget and for contractor bidding purposes. The bid schedule must include a paragraph indicating that the provided bid schedule form and associated quantities are for the convenience of the bidders and are for reference during project change orders. The bidder is responsible for bidding all items represented on the PS&Es, whether or not they are represented in the bid schedule.

As part of the design services, all required permits should be coordinated with the appropriate agencies and ready for pickup by the Contractor after contract bid/award. The Consultant shall work with the County to determine the required permits, and develop the appropriate materials required for permit submittals. The consultant shall respond to all agency comments as needed to complete permit requirements.

The Consultant shall use the PAG Standard Specifications for Public Improvements 2015 Edition and the 2016 NRPR Standards and Specifications and Details to the fullest extent possible, to save design efforts as well as ensure compliance with the standards.

The following items, in addition to any above planning elements, shall be considered during the design services tasks.

- 1) **Layout:** The Consultant shall be sufficiently dimensioned for final grading plan approval, and so that a contractor may accurately cost estimate during bidding and install during construction.
- 2) **Grading:** The Consultant shall be responsible for all necessary field survey work required to complete the PS&Es. Plans must include critical spot elevations and cut and fill calculations/locations. The Consultant shall submit Grading Plans to Development Services Department for review, and shall be responsible for all revisions to the PS&Es that will be necessary to obtain permits at the time of construction. The Consultant shall be responsible for coordinating Grading Plan review and approval by the Pima County Flood Control Department.

**Deliverables: 6.1:** Consultants shall provide the completed PS&Es, and shall prepare progress submittals for milestone over the shoulder reviews as follows. Over the shoulder reviews consist of meetings with all stakeholders to review progress and receive immediate feedback and direction. PS&Es should be posted digitally at least five (5) business days before the review meeting. Documentation of the reviews will consist of a PDF set of plans dated to match the review, and any meeting notes or action items resulting from the meeting. Formal owner review periods and submitted comments will not be required. Final 100% plans shall be submitted digitally as PDFs.

- **50% plans**
- **90% plans** (including a review with building code officials or agencies if required)
- **100% plans** *construction permitted bid set; no review meeting required*

#### **6.2 Post Design/Construction Administrative Services:**

The Consultant shall be responsible for assisting the Pima County Project Manager with construction administration and post design tasks. The Consultant shall provide:

##### **Subtask 6.2.1: Assistance during Construction Bid**

The Consultant shall provide necessary support to the County during the construction bid process. This may include, but is not limited to, answering requests for information (RFI's), providing supplemental addenda information, substitution request reviews, and bid review/evaluations. Pima County shall provide the direct outreach, advertisement and coordination of the bid process.



**Deliverables 6.2.1:** The Consultant shall provide written documentation in support of the construction bid process to be used as part of the PS& E package, including RFI responses, and any required amendments to the PS&Es. Additionally, the Consultant will provide a written evaluation of the bids as received by the County.

**Subtask 6.2.2 Construction Administration Services**

The Consultant shall be responsible for ensuring construction conformance to the plans. This shall be provided through construction meetings, field observation and inspection as needed, submittal reviews, responses to RFI's, and review of any materials testing/special inspection materials. Specific inspections or requirements for testing should be followed as documented in the permits or PS&E's. The Consultant shall set the frequency of construction meetings determined on the level of difficulty of the work in agreement with the County and Contractor.

Responses to Submittals, RFI's or other communications from the Contractor shall be within five (5) working days. Change Orders shall be reviewed with the Contractor and County, and any proposed changes that result in an amendment to the construction contract will be processed by the County prior to the Contractor being directed to perform the work.

Substantial completion will be documented by the Consultant, and shall only be awarded when the project is ready for useful occupation, significant construction work is fully completed, and a punch list is developed for all other remaining contractual obligations by the Contractor. This shall be documented with a substantial completion letter. Final Acceptance will be determined upon completion of the punch list and any other requirements of the PS&E's such as maintenance and operations materials.

**Deliverables 6.2.2:** The Consultant shall provide written documentation for the following items.

1. **Construction Meeting Minutes**
2. **Submittal Reviews**
3. **RFI's**
4. **Change Order Proposal (review/recommendation)**
5. **Substantial Completion/Punch List**

**Subtask 6.2.3 As-Built and Close-Out Documentation**

The Consultant shall be responsible for (review/approve/creation) of the As-Built documentation for the project, as provided by the contractor. Key areas of concern are the utility installation, and the location of all irrigation and electrical distribution. Any close out requirements for permits should be concluded at this time. The consultant shall package the as-built drawings plus any warranty, maintenance/operation or other contractor provided information and review for completeness. Once approved, these shall be turned to the County's project manager.

**Deliverables 6.2.3:** Contractor will provide Consultant red-lined drawings noting the as-built conditions. Consultant shall provide the County complete Record Drawings (electronic PDF and AutoCad as-built drawings) formatted per the requirements of the COUNTY at the time of submission. In addition, key shop drawings are to be scanned and submitted to the COUNTY as part of the Closeout Documents

**Subtask 6.2.4 Post Design Services**

In cases where the County identifies the need for specific activities not presently delineated within this "Scope of Work", but necessary to the completion of the project, the County shall negotiate with the Consultant to perform the necessary work and assure that appropriate compensation is available, if an agreement is reached. Such work shall be necessary to assure a complete and comprehensive project or to respond to unforeseen problems in achieving the contractual goals. The County representative shall prepare a written description of the work to be performed and solicit a written proposal from the Consultant, which addresses both cost and timing.

Use of the As-Needed Design Allowance must be approved in writing by the County prior to any work under this Task.

**Deliverables 6.2.4:** The Consultant shall perform as needed post design services as approved.

## **TASK 7.0      ADDITIONAL SERVICES – JULIAN WASH WEST BRIDGE**

### **Project Narrative**

This portion of the project consists of designing and constructing a new prefabricated steel truss bridge or approved equal over the Julian Wash. 404 issues may be encountered depending on the design and location of the bridge structure. This bridge will be the connection from Kino Highway to the new Kino South Sports Complex.

The following tasks shall be considered the design services for this project for the Additional Services scope of the Julian Wash West Bridge portion.

#### **Subtask 7.1: Plans, Specifications and Estimates**

The Consultant shall produce construction contract documents including Plans, Specifications and Estimates (PS&E) so that a construction contractor can efficiently prepare a bid, obtain permits and build the improvements to Kino South Sports Complex. PS&Es shall also allow the Pima County project manager the ability to easily monitor the contractor's performance and conformance with specifications, and track progress towards completion of the project. All PS&Es shall be stamped as required by the appropriately licensed professional, registered with the State of Arizona.

The Consultant shall be responsible for the preparation of project construction cost estimates to determine the budgetary requirements of development. Cost estimates are to include all aspects of the PS&Es, permit fees, utility costs, contingency and any other specific items that will be necessary in order to develop the project during construction. Cost estimates will be required at each milestone submittal for the PS&E development.

The consultant shall prepare a proper bid schedule for the project, including, but not limited to, a construction bid alternate schedule as well as a bid unit price schedule/breakdown, to help assure the project is within budget and for contractor bidding purposes. The bid schedule must include a paragraph indicating that the provided bid schedule form and associated quantities are for the convenience of the bidders and are for reference during project change orders. The bidder is responsible for bidding all items represented on the PS&Es, whether or not they are represented in the bid schedule.

As part of the design services, all required permits should be coordinated with the appropriate agencies and ready for pickup by the Contractor after contract bid/award. The Consultant shall work with the County to determine the required permits, and develop the appropriate materials required for permit submittals. The consultant shall respond to all agency comments as needed to complete permit requirements.

The Consultant shall use the PAG Standard Specifications for Public Improvements 2015 Edition and the 2016 NRPR Standards and Specifications and Details to the fullest extent possible, to save design efforts as well as ensure compliance with the standards.

The following items, in addition to any above planning elements, shall be considered during the design services tasks.

- 1) **Layout:** The Consultant shall be sufficiently dimensioned for final grading plan approval, and so that a contractor may accurately cost estimate during bidding and install during construction.
- 2) **Grading:** The Consultant shall be responsible for all necessary field survey work required to complete the PS&Es. Plans must include critical spot elevations and cut and fill calculations/locations. The Consultant shall submit Grading Plans to Development Services Department for review, and shall be responsible for all revisions to the PS&Es that will be necessary

to obtain permits at the time of construction. The Consultant shall be responsible for coordinating Grading Plan review and approval by the Pima County Flood Control Department.

**Deliverables: 7.1:** Consultants shall provide the completed PS&Es, and shall prepare progress submittals for milestone over the shoulder reviews as follows. Over the shoulder reviews consist of meetings with all stakeholders to review progress and receive immediate feedback and direction. PS&Es should be posted digitally at least five (5) business days before the review meeting. Documentation of the reviews will consist of a PDF set of plans dated to match the review, and any meeting notes or action items resulting from the meeting. Formal owner review periods and submitted comments will not be required. Final 100% plans shall be submitted digitally as PDFs.

- **50% plans**
- **90% plans** (including a review with building code officials or agencies if required)
- **100% plans** *construction permitted bid set; no review meeting required*

## **7.2 Post Design/Construction Administrative Services:**

The Consultant shall be responsible for assisting the Pima County Project Manager with construction administration and post design tasks. The Consultant shall provide:

### **Subtask 7.2.1: Assistance during Construction Bid**

The Consultant shall provide necessary support to the County during the construction bid process. This may include, but is not limited to, answering requests for information (RFI's), providing supplemental addenda information, substitution request reviews, and bid review/evaluations. Pima County shall provide the direct outreach, advertisement and coordination of the bid process.

**Deliverables 7.2.1:** The Consultant shall provide written documentation in support of the construction bid process to be used as part of the PS& E package, including RFI responses, and any required amendments to the PS&Es. Additionally, the Consultant will provide a written evaluation of the bids as received by the County.

### **Subtask 7.2.2 Construction Administration Services**

The Consultant shall be responsible for ensuring construction conformance to the plans. This shall be provided through construction meetings, field observation and inspection as needed, submittal reviews, responses to RFI's, and review of any materials testing/special inspection materials. Specific inspections or requirements for testing should be followed as documented in the permits or PS&E's. The Consultant shall set the frequency of construction meetings determined on the level of difficulty of the work in agreement with the County and Contractor.

Responses to Submittals, RFI's or other communications from the Contractor shall be within five (5) working days. Change Orders shall be reviewed with the Contractor and County, and any proposed changes that result in an amendment to the construction contract will be processed by the County prior to the Contractor being directed to perform the work.

Substantial completion will be documented by the Consultant, and shall only be awarded when the project is ready for useful occupation, significant construction work is fully completed, and a punch list is developed for all other remaining contractual obligations by the Contractor. This shall be documented with a substantial completion letter. Final Acceptance will be determined upon completion of the punch list and any other requirements of the PS&E's such as maintenance and operations materials.

**Deliverables 7.2.2:** The Consultant shall provide written documentation for the following items.

1. **Construction Meeting Minutes**
2. **Submittal Reviews**
3. **RFI's**
4. **Change Order Proposal (review/recommendation)**
5. **Substantial Completion/Punch List**

### **Subtask 7.2.3 As-Built and Close-Out Documentation**

The Consultant shall be responsible for (review/approve/creation) of the As-Built documentation for the project, as provided by the contractor. Key areas of concern are the utility installation, and the location of all irrigation and electrical distribution. Any close out requirements for permits should be concluded at this time. The consultant shall package the as-built drawings plus any warranty, maintenance/operation or other contractor provided information and review for completeness. Once approved, these shall be turned to the County's project manager.

**Deliverables 7.2.3:** Contractor will provide Consultant red-lined drawings noting the as-built conditions. Consultant shall provide the County complete Record Drawings (electronic PDF and AutoCad as-built drawings) formatted per the requirements of the COUNTY at the time of submission. In addition, key shop drawings are to be scanned and submitted to the COUNTY as part of the Closeout Documents

### **Subtask 7.2.4 Post Design Services**

In cases where the County identifies the need for specific activities not presently delineated within this "Scope of Work", but necessary to the completion of the project, the County shall negotiate with the Consultant to perform the necessary work and assure that appropriate compensation is available, if an agreement is reached. Such work shall be necessary to assure a complete and comprehensive project or to respond to unforeseen problems in achieving the contractual goals. The County representative shall prepare a written description of the work to be performed and solicit a written proposal from the Consultant, which addresses both cost and timing.

Use of the As-Needed Design Allowance must be approved in writing by the County prior to any work under this Task.

**Deliverables 7.2.4:** The Consultant shall perform as needed post design services as approved.

## **SECTION 3 County Responsibilities**

Pima County's responsibilities include, but are not limited to, the following:

1. A County Project Manager (PM) will be assigned to represent the County.
2. The County PM will coordinate with the Consultant regarding the Consultant's contract, deliverables and invoices.
3. The County PM will supply the Consultant with printed copies of all relevant reports, studies, and plans to accomplish the project scope. The County PM shall also supply the Consultant with electronic copies of these documents when available.
4. The County will provide conference room space for scheduled meetings.
5. 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. Reproduction costs which are used for coordination purposes between the CONSULTANT'S team members will not be paid for by the COUNTY.
6. Cost of reproductions for all documents required for construction, shall be with vendors having a purchase order with the COUNTY.
7. Cost of materials testing (as needed) based on Project requirements defined by CONSULTANT;
8. Any information 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;
9. Any reports and/or mitigation 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;
10. Assistance with establishment of CAD files and formats.
11. Any building Materials and Finishes Standards desired by the COUNTY;
12. Apply for and pay Pima County Development Services building permit fees to include Wastewater fees and Arizona State Fire Marshal construction permit application and fees.

13. An Interior Designer from Facilities Management will be assigned to work with the CONSULTANT.
14. Consultation with Pima County officials as required.

**END EXHIBIT "A"**

## **EXHIBIT "B" - COMPENSATION SCHEDULE (64 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-consultants 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 sub-consultants 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. Sub consultants
    - Specific billing arrangements will be negotiated with specialty sub-consultants 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 sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

**F. 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.

**Kino South Sports Complex - Fee Summary Worksheet - Revised 12/04/17**

Task	Description	Task Fee	Line Item Subtotals	McGann & Associates	GLHN	SCE Engineering	Swain Associates	Structural Grace	Ninyo & Moore	Ryder - Levett - Bucknall
<b>1.0</b>	<b>General Administrative Tasks</b>	\$91,157.64								
1.0.a	Kick-Off, Public, Stakeholder Mtgs.		\$13,371.41	\$5,500.00	\$4,635.00	\$664.41	\$1,832.00	\$740.00		
1.0.b	Monthly Progress / Coordination Mtgs. With CMAR / County		\$49,368.23	\$23,150.00	\$14,525.00	\$1,993.23	\$8,220.00	\$1,480.00		
1.0.c	LEED and Envision Assessment / Coordination		\$28,418.00	\$7,400.00	\$13,815.00		\$7,203.00			
<b>2.0</b>	<b>Design Tasks - Site/Civil/Electrical (On-Site)</b>	\$624,478.33								
2.0.a	Design Team Coordination		\$9,400.00	\$9,400.00						
2.0.b	Site Plan Update		\$20,936.00	\$11,500.00	\$4,235.00		\$5,201.00			
2.0.c	Project Site Hydrology Report		\$26,696.34		\$4,040.00	\$22,656.34				
2.0.d	Jullian Wash Hydraulic Analysis		\$15,739.26			\$15,739.26				
2.0.e	Geotechnical Investigations and Report		\$37,900.00						\$37,900.00	
2.1	50% PS&E		\$247,860.58	\$75,500.00	\$126,279.00	\$42,676.00				\$3,405.58
2.2	90% Plans and Specs - Permitting		\$181,191.15	\$77,500.00	\$73,850.00	\$26,850.00				\$2,991.15
2.3	100% Plans and Specs		\$84,755.00	\$23,750.00	\$47,350.00	\$13,655.00				
<b>Design Tasks - Site/Civil (Off-Site Reclaimed Water)</b>		\$134,571.73								
2.4.a	Design Team Coordination		\$4,850.00	\$4,850.00						
2.4.a	50% PS&E Rec. Water Extension		\$74,690.58		\$71,285.00					\$3,405.58
2.4.b	90% Plans and Specs - Rec. Water Extension & Permitting		\$35,401.15		\$32,410.00					\$2,991.15
2.4.c	100% Plans and Specs - Rec. Water Extension		\$19,630.00		\$19,630.00					
<b>Design Tasks - Site Civil (Off-Site Roadways)</b>		\$98,021.97								
2.4.d	Traffic Analysis / Report		\$20,993.05			\$20,993.05				
2.4.e	50% PS&E Off-Site / Roadway Improvements		\$32,329.51			\$28,923.93				\$3,405.58
2.4.f	90% P&S Off-Site / Roadway Improvements and Permitting		\$31,499.82			\$28,508.67				\$2,991.15
2.4.g	100% P&S Off-Site Roadway Improvements		\$13,199.59			\$13,199.59				
<b>3.0</b>	<b>Design Tasks - Concession Building</b>	\$191,236.73								
3.0.a	Design Team Coordination		\$4,300.00	\$4,300.00						
3.1	Programming and Concept Design		\$23,987.00				\$23,987.00			
3.2	Design Development (50% CD's) and Estimate		\$75,353.56		\$22,930.00		\$49,018.00			\$3,405.58
3.3	Construction Documents (90% CD's) and Permitting		\$56,864.15		\$14,065.00		\$39,808.00			\$2,991.15
3.4	Construction Documents (100% CD's)		\$27,253.00		\$10,660.00		\$16,593.00			
3.4a	Bidding and Permitting		\$3,479.00				\$3,479.00			
<b>4.0</b>	<b>Post Design Services - Site/Civil/Electrical (On-Site)</b>	\$116,387.34								
4.0	A/E Team - CA Coordination		\$9,450.00	\$9,450.00						
4.1	Evaluation of Proposed GMP		\$9,722.36	\$5,850.00	\$2,575.00					\$1,297.36
4.2	Construction Administration		\$85,139.84	\$65,550.00	\$16,600.00	\$2,989.84				
4.3	As-Built & Close-Out Documentation		\$12,075.14	\$8,050.00	\$3,250.00	\$775.14				
4.4	As-Needed Services (TBD)		\$0.00							
<b>Post-Design Services - Site/Civil (Off-Site Rec. Water)</b>		\$24,952.36								
4.5.a	A/E Team - CA Coordination		\$9,400.00	\$9,400.00						
4.5.b	Evaluation of Proposed GMP - Rec. Water Ext.		\$3,702.36		\$2,405.00					\$1,297.36
4.5.c	Construction Administration - Rec. Water Ext.		\$10,500.00		\$10,500.00					
4.5.d	As-Built & Close-Out Documentation - Rec. Water Ext.		\$1,350.00		\$1,350.00					
<b>Post Design Services - Site/Civil (Off-Site Roadways)</b>		\$11,623.20								
4.5.e	Evaluation of Proposed GMP - Off-Site Roadway		\$3,733.53			\$2,436.17				\$1,297.36
4.5.f	Construction Administration - Off-Site Roadway		\$4,996.82			\$4,996.82				
4.5.g	As-Built & Close-Out Documentation - Off-Site Rdwy.		\$2,892.85			\$2,892.85				

**Kino South Sports Complex - Fee Summary Worksheet - Revised 12/04/17**

Task	Description	Task Fee	Line Item Subtotals	McGann & Associates	GLHN	SCE Engineering	Swalm Associates	Structural Grace	Ninyo & Moore	Ryder - Levett - Bucknall
<b>5.0</b>	<b>Post-Design Services - Concessions Building</b>	\$69,362.36								
5.0	A/E Team - CA Coordination		\$9,400.00	\$9,400.00						
5.1	Evaluation of Proposed GMP		\$4,413.36		\$720.00		\$2,396.00			\$1,297.36
5.2	Construction Administration		\$48,353.00		\$5,155.00		\$43,198.00			
5.3	As-Built & Close-Out Documentation		\$7,196.00		\$2,490.00		\$4,706.00			
5.4	As-Needed Services (TBD)		\$0.00							
<b>6.0</b>	<b>Additional Services - Julian Wash South Bridge</b>	\$67,246.73								
6.0.a	A/E Team - CA Coordination		\$7,250.00	\$7,250.00						
6.1.a	50% PS&E		\$18,180.58				\$14,775.00			\$3,405.58
6.1.b	90% Plans, Specs and Permitting		\$20,041.15				\$17,050.00			\$2,991.15
6.1.c	100% Plans and Specs		\$8,525.00				\$8,525.00			
6.2.a	Construction Administration		\$10,850.00				\$10,850.00			
6.2.b	As-Built & Close-Out Documentation		\$2,400.00				\$2,400.00			
<b>7.0</b>	<b>Additional Services - Julian Wash West Bridge</b>	\$67,246.73								
7.0.a	A/E Team - CA Coordination		\$7,250.00	\$7,250.00						
7.1.a	50% PS&E		\$18,180.58				\$14,775.00			\$3,405.58
7.1.b	90% Plans, Specs, and Permitting		\$20,041.15				\$17,050.00			\$2,991.15
7.1.c	100% Plans and Specs		\$8,525.00				\$8,525.00			
7.2.a	Construction Administration		\$10,850.00				\$10,850.00			
7.2.b	As-Built & Close-Out Documentation		\$2,400.00				\$2,400.00			
<b>Project Total</b>		<b>\$1,496,285</b>		<b>\$365,050.00</b>	<b>\$504,754.00</b>	<b>\$229,950.30</b>	<b>\$205,641.00</b>	<b>\$109,420.00</b>	<b>\$37,900.00</b>	<b>\$43,569.82</b>