



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/19/19

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

M3 Engineering & Technology Corporation (Headquarters: Tucson, AZ)

**\*Project Title/Description:**

Design Services: Ina Road Fuel Island (XINAFI)

**\*Purpose:**

Award: Contract No. CT-FM-20-121. This award of contract is to provide architectural and engineering design services in a not-to-exceed amount of \$294,040.00 for a contract term from 11/19/19 to 07/31/21. Administering Department: Facilities Management.

**\*Procurement Method:**

Pursuant to the Direct Selection authority of A.R.S. § 34-103, award for Requisition No. 353286 is recommended to the above named consultant which has accepted the terms of the County's standard contract and with which the County has negotiated a satisfactory agreement.

Attachments: Direct Select Memo and Consultant Services Contract.

**\*Program Goals/Predicted Outcomes:**

Civil, Architectural, Structural, Mechanical, and Electrical design, documentation, and construction administration for the Ina Road fuel island and associated support facilities.

**\*Public Benefit:**

Complete construction documents to allow Pima County to proceed with a public bid to achieve lowest cost for the work.

**\*Metrics Available to Measure Performance:**

The quality and completeness of the construction documents to receive a successful bid price within the allocated budget.

**\*Retroactive:**

No.

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To: CoB - 11-14-19  
Ver. - 1  
Pgs - 43  
(11) Addendum

**Contract / Award Information**

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 20-121  
Effective Date: 11/19/19 Termination Date: 07/31/21 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 294,040.00 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Fleet Services - Capital Projects

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

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

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
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: Scott Loomis 11/6/2019 11-6-19  
Department: Procurement 11/7/19 Telephone: 520-724-8272  
Department Director Signature/Date: \_\_\_\_\_  
Deputy County Administrator Signature/Date: \_\_\_\_\_  
County Administrator Signature/Date: C. Duleck 11/12/19  
(Required for Board Agenda/Addendum Items)



**PIMA COUNTY**  
**FACILITIES MANAGEMENT**  
**MEMORANDUM**

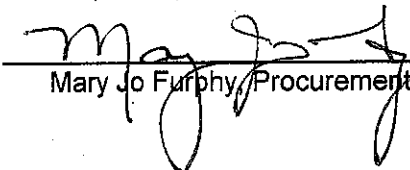
**DATE:** May 21, 2019  
**TO:** Mary Jo Furphy, Procurement Director  
**FROM:** Lisa Josker, Facilities Management Director  
**SUBJECT:** Request for Direct Selection of Professional Services from a Technical Registrant  
CFS.XINAFI – Ina Road Fuel Island

**Background:** Pima County Facilities Management has completed the preliminary planning for the replacement of the existing Ina Road Corridor Fuel Island. Pima County lacks the expertise to complete these services and recommends M3 Engineering for the required architectural, civil, structural, mechanical and civil engineering services. M3 Engineering has successfully provided engineering for multiple Pima County Fuel Islands including the Mission Road Fuel Island and most recently the Houghton Road Fuel Island. M3 Engineering is currently on Pima County's Qualified Consultant List for structural and electrical engineering but PCFM wishes to hire M3 Engineering to perform the additional services required to complete the project as a single consultant responsible for all design disciplines; architecture, structural, fuel design, electrical and civil.

**Requested Action:** Facilities Management Department requests M3 Engineering to be selected for the ~~Age-Way~~ <sup>Ina Road</sup> Fuel Island in an estimated amount of \$220,000 for a contract term of 2 years pursuant to the Direct Select provisions of A.R.S. §34-103.

Submitted By:   
Department Director

Date: 5/21/19

Approved:   
Mary Jo Furphy, Procurement Director

Date: 5/21/19

Cc: Scott Loomis, Procurement  
Martyn Klell, Facilities Management

**PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT**

**PROJECT:** Design Services: Ina Road Fuel Island (XINAFI)  
**CONSULTANT:** M3 Engineering & Technology Corporation  
2051 W. Sunset Road, Suite 101  
Tucson, Arizona 85704  
**CONTRACT NO.:** CT-FM-20-121  
**AMOUNT:** \$294,040.00  
**FUNDING:** Fleet Services - Capital Projects

**CONSULTANT SERVICES CONTRACT**

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and M3 Engineering & Technology Corporation, hereinafter called CONSULTANT, 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 architectural and engineering services for the Ina Road Fuel Island; and

**WHEREAS**, CONSULTANT is qualified and willing to provide such services; and

**WHEREAS**, CONSULTANT has successfully provided engineering services for multiple COUNTY fuel islands, CONSULTANT was determined under the direct select provisions of A.R.S. § 34-103 to be the best source for said work; 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 agree as follows.

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

This Contract as approved by the Board of Supervisors commences on November 19, 2019, and terminates on July 31, 2021, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, must approve change orders to the Contract or the Scope of Services before CONSULTANT performs the work authorized by the change orders.

**ARTICLE 2 – SCOPE OF SERVICES**

CONSULTANT agrees to provide architectural and engineering services for the Project for COUNTY as described in **EXHIBIT A: SCOPE OF WORK** (11 pages), attached to this Contract.

**ARTICLE 3 – COMPENSATION AND PAYMENT**

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT Not to Exceed Two Hundred Ninety Four Thousand Forty Dollars and Zero Cents \$294,040.00. CONSULTANT'S fees will be as stated in **EXHIBIT B: CONSULTANT FEE PROPOSAL** (12 Pages), attached to this Contract. 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.

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, which will be billed at cost, to the tasks identified in the Scope of Work 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 will be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under Article 22, 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.

#### **ARTICLE 4 – 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.

##### **4.1 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.

4.1.1 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, and products – completed operations.

4.1.2 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.

4.1.3 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.

4.1.4 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.

##### **4.2 Additional Insurance Requirements:**

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

- 4.2.1 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 insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 4.2.2 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.
- 4.2.3 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).
- 4.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

4.3 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, hand-delivered or sent by facsimile transmission to Pima County Procurement, 130 W. Congress Street, 3<sup>rd</sup> Floor, Tucson, Arizona 85701, 520-724-4434.

4.4 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.

4.4.1 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.

4.4.2 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.

4.5 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 5 – INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT indemnifies and holds 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 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 do not extend to the negligence of COUNTY, its agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. 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.

#### **ARTICLE 6 – 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 govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will 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 7 – 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 is not 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 8 – 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 or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

#### **ARTICLE 9 – NON-WAIVER**

The failure of COUNTY to insist in any one or more instance 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 10 – SUBCONSULTANT**

CONSULTANT is 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 11 – NON-ASSIGNMENT**

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

## **ARTICLE 12 – NON-DISCRIMINATION**

CONSULTANT will 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 13 – 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 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 could result in the termination of this Agreement.

## **ARTICLE 14 – 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 15 – 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. CONSULTANT and its sureties, if any, 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 constitutes an event of default:
1. Abandonment of or refusal or failure 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 enough properly skilled workers or materials to perform the work on schedule;
  3. Failure to provide competent supervision at the site;
  4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
  5. Failure to make prompt payment to subconsultants or suppliers for material or labor;
  6. Loss of CONSULTANT'S 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;
  7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the 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 as-builts, shop drawings, 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 reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor the CONSULTANT charged 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 the CONSULTANT. Examples of such causes include—
    - (i) Acts of God or of the public enemy,
    - (ii) Acts of COUNTY in either its sovereign or contractual capacity,
    - (iii) Acts of another consultant in the performance of a Contract with COUNTY,
    - (iv) Fires,
    - (v) Floods,
    - (vi) Epidemics,
    - (vii) Quarantine restrictions,
    - (viii) Strikes,
    - (ix) Freight embargoes,
    - (x) Unusually severe weather, or
    - (xi) Delays of subconsultants or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subconsultants or suppliers; and
  2. CONSULTANT, within three (3) 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 judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined 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 the termination had been issued for the convenience of COUNTY.
- 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 16 – 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 the Contract is terminated by COUNTY as provided herein, COUNTY will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

#### **ARTICLE 17 – 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 18 – NOTICES**

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

##### **COUNTY:**

Lisa Josker, Director  
Facilities Management  
150 W. Congress 3<sup>rd</sup> Floor  
Tucson, Arizona 85701  
Tel: (520) 724-3085

##### **CONSULTANT:**

Ruben S. Sibayan, AIA, LEED AP  
M3 Engineering & Technology Corporation  
2051 W. Sunset Road, Suite 101  
Tucson, Arizona 85704  
Tel: (520) 293-1488

#### **ARTICLE 19 – OTHER DOCUMENTS**

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in CONSULTANT'S response to a request for fee proposal. 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 prevail.

#### **ARTICLE 20 – REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 24 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 21 – SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

#### **ARTICLE 22 – 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 23 – DELAYS**

Neither party hereto will be 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 24 – DISPUTES**

In the event of a dispute between COUNTY and CONSULTANT 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 Regional Flood Control COUNTY and CONSULTANT'S counterpart official, such meeting to be held within one week of the request, unless otherwise

agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

#### **ARTICLE 25 – 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 will 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 express permission of CONSULTANT.

#### **ARTICLE 26 – 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 should 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 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. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will COUNTY be in any way financially responsible for any costs associated with securing such an order.

#### **ARTICLE 27 – 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 will be required to take such steps as may be necessary to either self-perform the services that would have been provided under

the subcontract or retain a replacement SUBCONSULTANT (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONSULTANT will advise each SUBCONSULTANT of COUNTY'S rights, and the SUBCONSULTANT'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

Any additional costs attributable directly or indirectly to remedial action under this Article will be 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 will be excusable delay for which CONSULTANT will be entitled to an extension of time, but not costs.

**ARTICLE 28 – ISRAEL BOYCOTT CERTIFICATION:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

***The remainder of the page intentionally left blank.***

**ARTICLE 29 - 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.

APPROVED:

CONSULTANT:

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

JOSE TERAN, SR. VICE PRESIDENT  
Name and Title (Please Print)

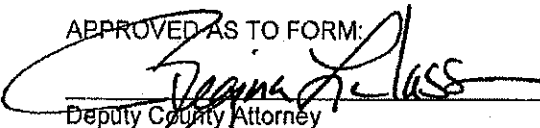
ATTEST:

NOVEMBER 14, 2019  
Date

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
Deputy County Attorney

**REGINA NASSEN**

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

11-7-2019  
Date



**PIMA COUNTY**

**FACILITIES MANAGEMENT**

## **PIMA COUNTY FACILITIES MANAGEMENT**

### **New Buildings Division**

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

Tel: 520-724-3085

## **SCOPE OF PROFESSIONAL SERVICES REQUIRED**

**DATE(Version):** September 30, 2019(3)  
**PROJECT NAME:** Ina Road Fuel Island  
**PROJECT LOCATION:** 5029 West Ina Rd

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### **A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT**

#### **1. General Provisions:**

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

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

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

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

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

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

## **2. Project Narrative:**

The existing fuel island, located on Ina Road west of interstate 10, currently has two underground fuel tanks, diesel and unleaded gasoline with two dispensers. This created an environmental risk. This is a highly utilized facility by Pima County employees but does not meet current standards requiring more maintenance and utility expenses. Additionally, this highly visible location offers Pima County a positive branding opportunity in the community with a public art project.

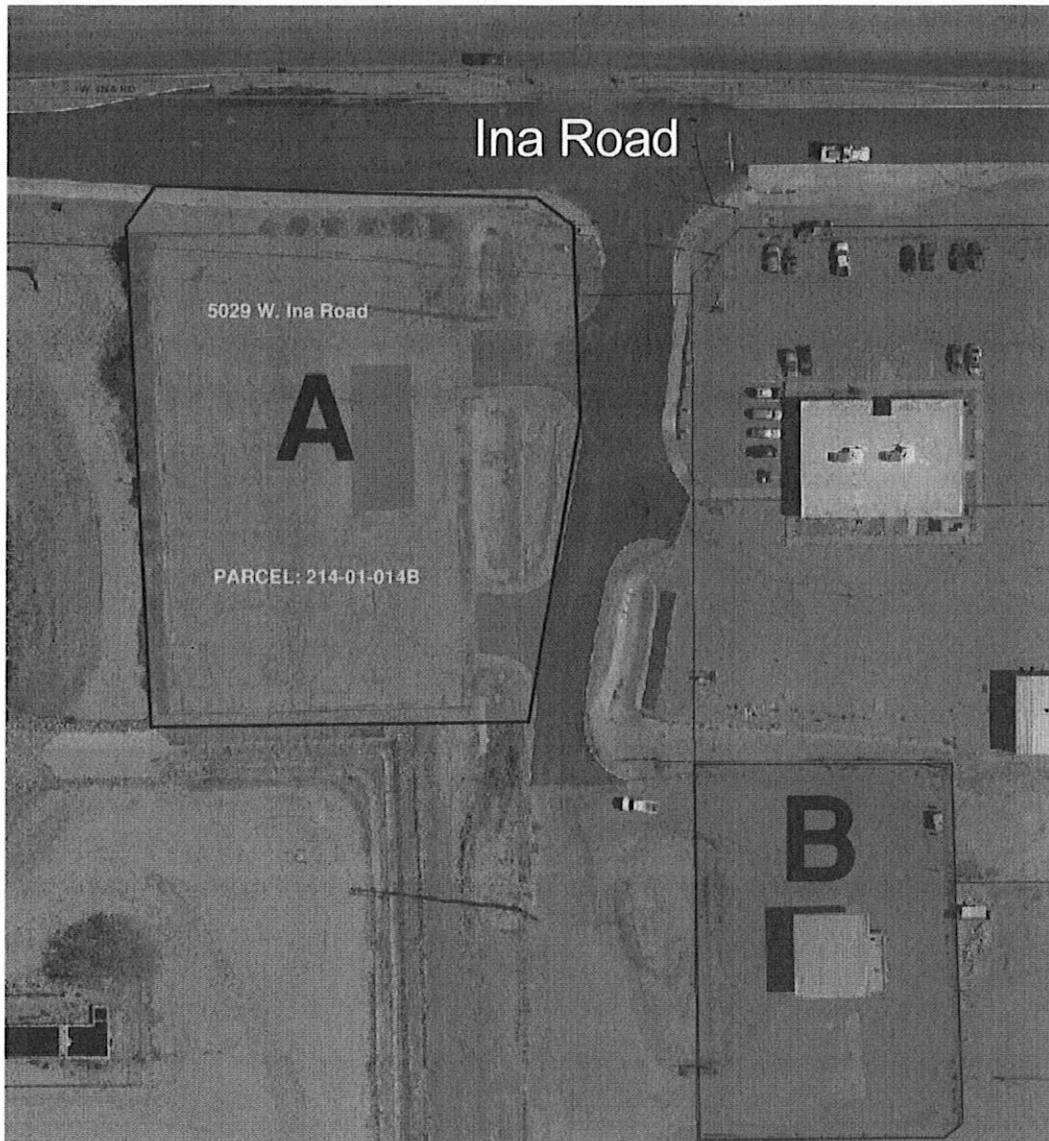
The proposed project will replace the two underground fuel tanks with above ground double walled fuel tanks. The fuel island will also include 4 new fuel dispensers, a diesel exhaust fluid dispensing system with two dispensers, fuel spill protection and containment, a new shade/weather canopy, fuel leak detection and monitoring systems, air and water services, a generator, all necessary code requirements for fleet fueling facilities, a storage room, electrical/MDF room, a single occupancy restroom. Fleet Services and Pima County are interested in alternative fuel vehicles and the option to include E charging and/or CNG will be evaluated during design. At a minimum, the project will provide infrastructure for future installations of both systems including sufficient power, pad preparation and underground utilities.

The site will be need to be evaluated by the Project Team in order to allow Pima County to determine the location of the new fuel island. Site A is the preferred location and is currently a parking lot and has no existing utilities. Site B is the location of the existing fuel island and will remain operational during construction. Demolition of the existing facility will be required after full occupation of the new fuel island.

Pima County will perform archaeological investigations on the site after the schematic design submittal. The findings of this may influence the site design including the final location of the above ground tank locations, the fuel island and canopy, underground fuel and utility lines and any other ground-disturbing infrastructure. Pima County will provide this information to the design team when complete.

The County's Project Team will consist of representatives from Pima County Facilities Management (PCFM) who will have final decision making authority during both the design and construction phases. Other participants on the design team may include members from Fleet Services, which is the managing department of the fuel islands, and RWRD which operates the facilities surrounding the fuel island site.

(See **Map of the Area** below prepared by the County)



### **3. Architectural/Engineering Services**

Architectural services for this Project shall be led by a Pima County Facilities Management Architect. PCFM will provide the concept design drawings including the CAD backgrounds throughout the project to the engineering consultants.

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

- Existing Conditions Survey
- Schematic Design
- Construction Documentation in three submittals
  - 50% CD Review
  - 90% CD Review
  - 100% Bid Documents
- Bidding and Negotiation
- Construction Administration
- Record Drawings

These Design services shall include the following disciplines:



- Architectural
- Civil Engineering
- Surveying
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering – Emergency Power as-needed
- Telecommunication Systems Design & Coordination with Pima County
- Cost Estimating at all phases
- Building and wayfinding identification signage
- ADA Compliance
- Public Art Coordination

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.

CONSULTANT to provide design services for pathway only related to IT and security systems with consultation with Pima County Facilities Management.

CONSULTANTS shall review and implement Pima County Facilities Management's Design and Construction Standards within the Project. The assigned Pima County's Project Manager shall approve any deviations.

#### **4. Estimated Budget & Cost Control**

The total construction budget for this Project shall not exceed **\$2,000,000**. The construction delivery method is Design-Bid-Build.

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

1. Reject the submittal, and require the Consultant to redesign the Project, update the submittal and the cost estimate in accordance with A.R.S. 34-104, at no additional cost to the COUNTY; or
2. Give written approval of an increase in budget for the Cost of the Work; or
3. Conditionally approve the submittal, directing the Consultant to work with the Project Manager and User Department to revise the scope and quality of the Project as required to meet the Construction Budget; or
4. Terminate the contract in accordance with contract provisions contained in Article 19.

At each submittal phase, the COUNTY and the CONSULTANT will review the cost estimate for approval.

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

- a) Design through Construction Document – 8 Months
- b) Permits and Bidding – 3 Months
- c) Construction Phase 1 – 10 Months
- d) Construction Phase 2 – 2 Months
- e) Project Closeout – 2 Months

The master project schedule shall be developed in association between the CONSULTANT, COUNTY and Project Team.

***Substantial completion, occupancy of phase 1, of the new fuel island is anticipated to be April 01, 2021 based on the preliminary project schedule above.***

**6. Pre-Design Services Detail:**

a. Existing Conditions Survey:

The CONSULTANT shall provide a survey and legal description, through a State of Arizona Registered Land Surveyor (RLS), with sufficient detail to design the project. At a minimum, it shall include the following as appropriate: property lines (providing lengths and bearings of each); setting iron pins at property corners; legal description, including any existing and proposed easements on site; identification of all onsite structures and features including, but not limited to, existing buildings, solar/shade canopies, hardscape, landscape, fencing, lighting and utilities; topographic contours at one foot intervals and spot elevations at 25 foot centers, and at all breaks in curbs and sidewalks; location, size, depth, pressure, and flow direction for all above and below ground utilities; location of all existing trees of 3 inch caliper and greater as well as any special features subject to demolition and/or relocation. In addition, since a walkway will be developed connecting the new building to the existing jail, the survey shall include a portion of the south wall, parking, landscape, and sally port areas. The CONSULTANT shall visit the project site and field measure and photograph existing conditions as necessary to become familiar with the site.

All drawings prepared by the CONSULTANT shall be in AutoCAD (2017, or newer, format) using the National CAD Standards Layering Convention (version 4 or later).

b. Program Verification:

At the award of this contract, the CONSULTANT shall meet with the project stakeholders to verify the program, functional needs and organizational relationships of the new building. The previously developed building program will be given to the consultant at the time of award outlining the general project requirements.

**7. 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. Although the project is located within the Town of Marana, Pima County has an IGA transferring the jurisdiction related to the building and site to Pima County.

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

The CONSULTANT must comply with all Pima County and ASFM adopted codes.

a. Schematic Design Phase:

Upon the COUNTY written approval of the Project Program, the CONSULTANT shall continue into this phase of the Project to verify the Pre-Design information provided by the COUNTY and review issues of relevance include program requirements, space needs, operational and staffing issues, functional organization and physical design parameters, equipment selections, utility verification and recommendations. The CONSULTANT shall

visit the project site and meet with the Project Team to discuss and coordinate the specifics of the project.

Based on coordination with Pima County a Conceptual Plan/design shall be reviewed prior to the Schematic Design Submittal.

The Schematic Design Submittal shall provide the information necessary to proceed to the Design Development Phase of the Project and shall include at a minimum drawings, design narratives from each discipline, outline specifications, calculations and other documents which establish the general scope and conceptual design, and any other preliminary concern specific to the Project.

The COUNTY will provide written review comments and the CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments prior to the next submittal.

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.

At the time of the submission, the CONSULTANT shall submit to the COUNTY, a Statement of Probable Construction Cost. Provide 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. Construction Documents Phase (50% & 90% Completion):

The CONSULTANT shall prepare from the approved Schematic Design Documents, 50% and 90% completed Construction Documents, including preliminary drawings, book Specifications and produce cut-sheets (50% & 90% level for all disciplines), and any calculations or reports not included in the drawing set, setting forth in detail the requirements for the construction of the entire Project, including coordination between the various applicable disciplines, including various utility providers, and shall be familiar with the standard Pima County Bidding Instructions of the Contract. The COUNTY's Project Manager will supply these Instructions to the CONSULTANT. The CONSULTANT shall coordinate with the COUNTY on the Project's General Requirements to be included in the Project Manual.

The CONSULTANT and/or sub-consultants with the County's Project Manager 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, the Arizona Office of State Fire Marshal, other agencies and the utility service providers as applicable. The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session, "page-turn", will be held with the COUNTY, Project Team and the CONSULTANT's team to review details of the submittal, answer questions and discuss solutions to design challenges. The COUNTY will provide review comments from these sessions.

Upon the completion of each submittal the COUNTY will provide written review comments and the CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments prior to the next submittal.

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.

At the time of each submission, 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.

d. 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 to obtain the building permits and begin the procurement process to obtain a General Contractor. This submission includes sealed drawings and full (book) 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, including utility providers, and shall be familiar with the standard Pima County Bidding Instructions and 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, but not limited to, completed plans, specifications, special inspection certificates (if necessary) International Energy Conservation Code compliance documentation for the building envelope (architect), HVAC (mechanical engineer), and lighting (electrical engineer), and other design related calculations. The COUNTY will submit these documents to 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 during the Bidding Phase by Addendum/Addenda.

The CONSULTANT shall submit an Estimate of Construction Cost with the 100% CD submittal. Provide itemized costs for materials and labor for each portion of the construction related to each discipline.

e. Bidding Phase:

The CONSULTANT shall assist the COUNTY in answering any questions that may arise from bidders pertaining to the Construction Document. Should Addenda become necessary, the CONSULTANT shall assist in preparing same with direction provided by the COUNTY's Project Manager. The CONSULTANT shall review any prior approvals requested during the bid. The CONSULTANT will assist in the review of bids, if necessary, to help determine the most advantageous bid to the COUNTY and for recommending that bid for award by the Pima County Board of Supervisors.

A Pre-Bid Conference shall be part of the Bidding Documents Phase, and CONSULTANT shall attend this conference, to which all potential bidders shall be invited.

f. Construction Administration Phase of the Construction Contract:

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona, 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 pre-construction meeting/notice-to-proceed to the General Contractor and will terminate upon completion of the final acceptance of the Close-Out Document package. The CONSULTANT shall assist the COUNTY in a timely completion of the Close-Out Documents. CONSULTANT's Construction Administration Services, beyond the completion time period specified above shall require specific written approval by the COUNTY by written amendment to this agreement.

The CONSULTANT shall provide 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. All of the COUNTY instructions to the Contractor shall be issued through the CONSULTANT. The CONSULTANT shall have authority to act on behalf of the COUNTY to the extent provided in this Agreement, the Construction Contract, and the General Conditions, unless otherwise modified in writing.

The CONSULTANT shall 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.

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.

The Certification of the Application for Payment shall constitute a representation by the CONSULTANT to the COUNTY based on the CONSULTANT's observations of the site

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

The CONSULTANT may decline to approve an Application for Payment and may withhold the Application in whole or in part, if in the CONSULTANT's opinion 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:

Defective work not remedied, or;

Claims filed, or reasonable evidence indicating probable filing of claims, or;

Failure of the Contractor to make payments to sub-contractors for labor, materials or equipment, or;

Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum, or;

Damage to another contract, or;

Reasonable indication that the Work will not be completed within the Contract Time, or;

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

The CONSULTANT shall have the authority to reject Work, which does not conform to the Contract Documents, and to require, if in his opinion 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.

g. Project Close Out

The CONSULTANT shall review the CONTRACTOR'S as-built plans for accuracy and completeness at the completion of the project and submit the Record Drawings Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the COUNTY at the time of submission.

- a. As part of the Project Closeout requirements, the CONSULTANT shall prepare records drawings in AutoCAD format which contain external references (x-refs) by using the "Bind" command so that the x-ref drawing becomes part of the final drawing. This will prevent unintentional updating of archived drawings by later changes to referenced drawings. Binding an x-ref to the final drawing makes the x-ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x-ref drawings, including all its x-ref-dependent names objects (blocks, dimension styles, layers, linetypes, and text styles) by using the XREF Bind option. Referenced images, PDFS, or other file format shall also be bound and submitted individually as part of the record drawings package.
- b. When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use: Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names objects with the x-ref's drawing name. Consequently, any duplicate objects in the x-ref are ignored, and the names objects in the current drawing take precedence. Although this feature eliminates redundancy of duplicate layer names, it may give unexpected results if there are duplicate named objects.
- c. Do not create drawings using proxy objects.
- d. Provide a digital copy of the Record Drawings in AutoCAD format and deliver to the COUNTY.

- e. The CONSULTANT shall provide a PDF file for each sheet within the original Construction Drawings Package. Each file shall be labeled with the sheet name; i.e. A001, M-01, etc.
- f. If the CONSULTANT used Revit to develop the Construction Drawings, the CONSULTANT shall provide Revit files to the COUNTY in addition to any AutoCAD format drawings provided.

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

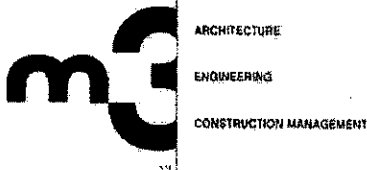
**B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY**

COUNTY shall provide the following items and services in support of the CONSULTANT'S work:

- 1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager. Reproduction costs`
- 2. A Project Manager from Facilities Management assigned to work with the CONSULTANT;
- 3. Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;
- 4. Any reports and/or mitigation known to Pima County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
- 5. Any building Materials and Finishes Standards desired by the COUNTY;
- 6. Apply for and pay all building permit fees to include Pima County Wastewater fees (if any);
- 7. Consultation with Pima County officials as required.
- 8. Obtain and pay for third party Commissioning Agent.
- 9. PC FM will Provide Pima County Design and Construction Standards.

**END EXHIBIT "A"**





October 24, 2019

Mr. Martyn Klell, RA  
Pima County Facilities Management  
Design & Construction Division  
150 West Congress Street, 3<sup>rd</sup> Floor  
Tucson, AZ 85701

Re: Proposal for Engineering Services – Ina Road Fuel Island  
5029 West Ina Road  
Tucson, Arizona  
SOQO1000487 Revision 5

Dear Mr. Klell:

M3 Engineering & Technology Corporation (M3) is to provide Architectural and Engineering design and construction document services for the Ina Road Fuel Island located at 5029 West Ina Road and Demolition of Existing Fuel Island, Tucson, Arizona. The Scope of Work is based on the following documents received from Pima County and requested revisions.

#### SCOPE OF WORK

- I. Pima County Facilities Management – Design & Construction Division  
Scope of Professional Services Required  
Date: September 30, 2019(3)  
Project Name: Ina Road Fuel Island  
Building Address: 5029 West Ina Road  
Project Manager: Martyn Klell, RA
- II. Pima County Facilities Management Department - Consultant Services Contract
- III. Additional scope per discussions August 16, 2019:
  - a. EV Parking canopy and charge stations along Ina Rd.
    1. (2) Level III (30 min. charge)
    2. (2) Level II
    3. Provide electrical power capacity for (4) Level III
  - b. Stormwater retention basin along west end of property
  - c. Valving of drain line for spills
  - d. Fencing along Ina frontage for 1% art rule

Project will not be designed for LEED certification.

Pima County will provide the geotechnical survey along with items identified in the SOW and email clarifications. This proposal includes site topographical survey for sites A.

2051 W. Sunset Rd.  
Suite 101

Tucson, Arizona  
85704

t 520.293.1488  
f 520.293.8349

www.m3eng.com

## EXCLUSIONS

This proposal assumes that the existing fuel island site is clean and not contraminated and does not include any design for environmental mitigation of the existing fuel island. Pima County will be responsible for testing and laboratory analysis of the existing site for any hazardous material contamination.

## DELIVERABLES

Deliverables shall be in accordance to the Scope of Services dated September 30, 2019(3).

## A/E FEE

This proposal is broken down into the following tasks: (refer to attached fee breakdown)

New Fuel Island: Ina Road Fueling Station			
Item	Description	Hours	A/E Fee
Task A	Schematic Design / (1) Kick-off meeting / (1) site visit	274	\$30,030.00
Task A.1	Topographical survey	LS	\$ 5,990.00
Task A.2	Cost Estimate		\$ 2,375.00
	Sub-Total	274	\$38,395.00
Task B	50% construction documents completion / (1) SD review meeting	412	\$44,180.00
Task B.1	Cost Estimating	LS	\$ 3,000.00
	Sub-Total	412	\$47,180.00
Task C	90% construction documents completion / (1) 90% CD review meeting	412	\$44,180.00
Task C.1	Cost estimating	LS	\$ 3,750.00
	Sub-Total	412	\$47,930.00
Task D	100% construction documents completion / (1) 90% CD review meeting	124	\$ 11,320.00
Task D.1	Cost Estimating	LS	\$ 1,875.00
	Sub-Total	124	\$13,195.00
Task E	Permits and Bidding Phase	56	\$ 5,930.00
Task F	Construction Administration (10-month)	828	\$103,700.00
Task G	Close-Out (2-month)	78	\$ 7,710.00
	Sub-Total		\$117,340.00
	Total A/E fee A-G	2,184	\$264,040.00
Task H	Supplementary Services (allowance)		\$ 30,000.00
	TOTAL A/E FEE		\$294,040.00

M3's engineering fee proposal for the Scope of Work as outlined above shall be \$294,040.00.

This shall constitute an estimated compensation for all services required to accomplish the work described in this Scope of Work.

All Design and Engineering services are in accordance to the current PC adopted IBC, zoning code and local amendments, latest edition of the IPC, IMC, IFC and NEC.

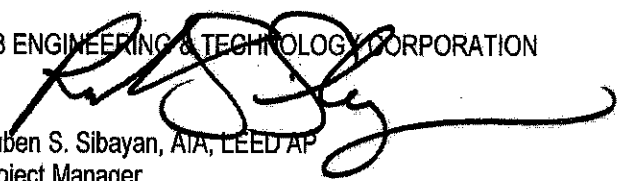
**SCHEDULE**

M3 is available to begin work upon notice to proceed from Pima County. The anticipated design document duration will be in accordance to the outlined schedule.

If you are in agreement with this proposal, please notify me on how you would like M3 to proceed. Please call me at 293-1488 ext. 8603 with any questions.

Sincerely,

M3 ENGINEERING & TECHNOLOGY CORPORATION



Ruben S. Sibayan, AIA, LEED AP  
Project Manager

RSS:sej

Attachments  
cc: Jose Teran

**M3 Fee Summary:**

10/24/2019

**M3 Design Phase Lump Sum Fee:**

Item	Design Fee	% of Fee	Labor Hours	% of Hours
<b>Architectural and Engineering Design Fee by Task:</b>				
Task A: Phase 1 - Schematic design	\$ 30,030	12.16%	274	11.93%
Task B: Phase 2 - 50% CD	\$ 44,180	17.88%	412	17.94%
Task C: Phase 3 - 90% Construction Documents	\$ 44,180	17.88%	412	17.94%
Task D: Phase 4 - 100% Construction Documents	\$ 11,320	4.58%	124	5.40%
Task E: Permits and Bidding Phase	\$ 5,930	2.40%	56	2.44%
Task F: Construction Admin (10 month Construction)	\$ 103,700	41.98%	940	40.94%
Task G: Close-out	\$ 7,710	3.12%	78	3.40%
Task H:	\$ -	0.00%	-	0.00%
Flat Fee per Billing Hour (Refer to Billing Schedule)	\$ -	0.00%	-	-
<b>Total Design Fee:</b>	<b>\$ 247,050</b>	<b>100.00%</b>	<b>2,296</b>	<b>100.00%</b>
<b>Average Rate per Hour:</b>	<b>\$ 108</b>			

**Architectural and Engineering Design Fee by Discipline:**

Project Management	\$ 26,320	10.65%	188	8.19%
Cost Est	\$ 36,130	14.62%	336	14.63%
Architectural	\$ 65,080	26.34%	592	25.78%
Structural	\$ 38,200	15.46%	356	15.51%
Plumbing	\$ 36,840	14.91%	342	14.90%
HVAC	\$ 1,000	0.40%	10	0.44%
Electrical	\$ 37,480	15.17%	352	15.33%
Project Administration	\$ 6,000	2.43%	120	5.23%
Flat Fee per Billing Hour (Refer to Billing Schedule)	\$ -	0.00%	-	-
<b>Total Design Fee:</b>	<b>\$ 247,050</b>	<b>100.00%</b>	<b>2,296</b>	<b>100.00%</b>

**Architectural and Engineering Design Fee by Position**

Principal Architect, Principal Engineer	\$ -	0.00%	-	0.00%
Proj. Manager, Senior Engineer II, Senior Proj. Engineer	\$ 26,320	10.65%	188	8.19%
Senior Cost Estimator, Senior Buyer II	\$ -	0.00%	-	0.00%
Proj. Architect, Proj. Engineer, Senior Engineer I	\$ -	0.00%	-	0.00%
Senior Architect, Senior Designer II	\$ -	0.00%	-	0.00%
Engineer V	\$ 93,380	37.80%	812	35.37%
Senior Designer I	\$ -	0.00%	-	0.00%
Architect IV, Engineer IV	\$ 108,570	43.95%	1,034	45.03%
Architect III, Designer IV, Engineer III	\$ 12,780	5.17%	142	6.18%
Architect II, Designer III, Engineer II	\$ -	0.00%	-	0.00%
Architect I, Designer II, Engineer I	\$ -	0.00%	-	0.00%
Designer I	\$ -	0.00%	-	0.00%
Project Administrator II	\$ 6,000	2.43%	120	5.23%
Flat Fee per Billing Hour (Refer to Billing Schedule)	\$ -	0.00%	-	-
<b>Total Design Fee:</b>	<b>\$ 247,050</b>	<b>100.00%</b>	<b>2,296</b>	<b>100.00%</b>

**Total M3 Design Phase Lump Sum Fee: \$ 247,050**

Flat Fee per Billing Hour (Refer to Billing Schedule) \$ - \$ -

**Total Travel Time and Expenses: \$ - \$ - \$ - \$ - \$ - \$ -**

**Total M3 Fee: 247,050.00  
 5,990.00**

**Site Survey**  
**Cost Estimating**  
**Total Project Fee (US): 264,040.00**

Project Name - Ina Rd Fuel Island  
 Architectural and Engineering Fee Proposal  
 Rev Date: 10-24-19



**M3 Design Phase Lump Sum Fee Breakdown:**

**Task A: Phase 1 - Schematic design**

Senior Project Manager	\$ 160.00	an hour x	0	hrs. =	\$ -
Principal Architect, Principal Engineer	\$ 150.00	an hour x	0	hrs. =	\$ -
Proj. Manager, Senior Engineer II, Senior Proj. Engineer	\$ 140.00	an hour x	24	hrs. =	\$ 3,360
Senior Cost Estimator, Senior Buyer II	\$ 125.00	an hour x	0	hrs. =	\$ -
Proj. Architect, Proj. Engineer, Senior Engineer I	\$ 125.00	an hour x	0	hrs. =	\$ -
Senior Architect, Senior Designer II	\$ 120.00	an hour x	0	hrs. =	\$ -
Engineer V	\$ 115.00	an hour x	64	hrs. =	\$ 7,360
Senior Designer I	\$ 110.00	an hour x	0	hrs. =	\$ -
Architect IV, Engineer IV	\$ 105.00	an hour x	182	hrs. =	\$ 19,110
Architect III, Designer IV, Engineer III	\$ 90.00	an hour x	0	hrs. =	\$ -
Architect II, Designer III, Engineer II	\$ 80.00	an hour x	0	hrs. =	\$ -
Architect I, Designer II, Engineer I	\$ 70.00	an hour x	0	hrs. =	\$ -
Designer I	\$ 60.00	an hour x	0	hrs. =	\$ -
Project Administrator II	\$ 50.00	an hour x	4	hrs. =	\$ 200
<b>Subtotal</b>			<b>274</b>		<b>\$ 30,030</b>

Task A: Phase 1 - Schematic design									
Proj. Mgt.	Civil	Arch	Struct.	Plumb	HVAC	Elect.	PA	Hours	% Hours
								0	0.00%
								0	0.00%
								24	8.75%
								0	0.00%
								0	0.00%
								0	0.00%
								64	23.36%
								0	0.00%
								182	66.42%
								0	0.00%
								0	0.00%
								0	0.00%
								0	0.00%
								4	1.46%
								<b>274</b>	<b>100.00%</b>

**Task B: Phase 2 - 50% CD**

Senior Project Manager	\$ 160.00	an hour x	0	hrs. =	\$ -
Principal Architect, Principal Engineer	\$ 150.00	an hour x	0	hrs. =	\$ -
Proj. Manager, Senior Engineer II, Senior Proj. Engineer	\$ 140.00	an hour x	24	hrs. =	\$ 3,360
Senior Cost Estimator, Senior Buyer II	\$ 125.00	an hour x	0	hrs. =	\$ -
Proj. Architect, Proj. Engineer, Senior Engineer I	\$ 125.00	an hour x	0	hrs. =	\$ -
Senior Architect, Senior Designer II	\$ 120.00	an hour x	0	hrs. =	\$ -
Engineer V	\$ 115.00	an hour x	96	hrs. =	\$ 11,040
Senior Designer I	\$ 110.00	an hour x	0	hrs. =	\$ -
Architect IV, Engineer IV	\$ 105.00	an hour x	276	hrs. =	\$ 28,980
Architect III, Designer IV, Engineer III	\$ 90.00	an hour x	0	hrs. =	\$ -
Architect II, Designer III, Engineer II	\$ 80.00	an hour x	0	hrs. =	\$ -
Architect I, Designer II, Engineer I	\$ 70.00	an hour x	0	hrs. =	\$ -
Designer I	\$ 60.00	an hour x	0	hrs. =	\$ -
Project Administrator II	\$ 50.00	an hour x	16	hrs. =	\$ 800
<b>Subtotal</b>			<b>412</b>		<b>\$ 44,180</b>

Task B: Phase 2 - 50% CD									
Proj. Mgt.	Civil	Arch	Struct.	Plumb	HVAC	Elect.	PA	Hours	% Hours
								0	0.00%
								0	0.00%
								24	5.83%
								0	0.00%
								0	0.00%
								0	0.00%
								96	23.30%
								0	0.00%
								276	66.99%
								0	0.00%
								0	0.00%
								0	0.00%
								0	0.00%
								16	3.88%
								<b>412</b>	<b>100.00%</b>

**Task C: Phase 3 - 90% Construction Documents**

Senior Project Manager	\$ 160.00	an hour x	0	hrs. =	\$ -
Principal Architect, Principal Engineer	\$ 150.00	an hour x	0	hrs. =	\$ -
Proj. Manager, Senior Engineer II, Senior Proj. Engineer	\$ 140.00	an hour x	24	hrs. =	\$ 3,360
Senior Cost Estimator, Senior Buyer II	\$ 125.00	an hour x	0	hrs. =	\$ -
Proj. Architect, Proj. Engineer, Senior Engineer I	\$ 125.00	an hour x	0	hrs. =	\$ -
Senior Architect, Senior Designer II	\$ 120.00	an hour x	0	hrs. =	\$ -
Engineer V	\$ 115.00	an hour x	96	hrs. =	\$ 11,040
Senior Designer I	\$ 110.00	an hour x	0	hrs. =	\$ -
Architect IV, Engineer IV	\$ 105.00	an hour x	276	hrs. =	\$ 28,980
Architect III, Designer IV, Engineer III	\$ 90.00	an hour x	0	hrs. =	\$ -
Architect II, Designer III, Engineer II	\$ 80.00	an hour x	0	hrs. =	\$ -
Architect I, Designer II, Engineer I	\$ 70.00	an hour x	0	hrs. =	\$ -
Designer I	\$ 60.00	an hour x	0	hrs. =	\$ -
Project Administrator II	\$ 50.00	an hour x	16	hrs. =	\$ 800
<b>Subtotal</b>			<b>412</b>		<b>\$ 44,180</b>

Task C: Phase 3 - 90% Construction Documents									
Proj. Mgt.	Civil	Arch	Struct.	PLUMB	HVAC	Elect.	PA	Hours	% Hours
								0	0.00%
								0	0.00%
								24	5.83%
								0	0.00%
								0	0.00%
								0	0.00%
								96	23.30%
								0	0.00%
								276	66.99%
								0	0.00%
								0	0.00%
								0	0.00%
								16	3.88%
								<b>412</b>	<b>100.00%</b>

Project Name - Ina Rd Fuel Island  
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Task D: Phase 4 - 100% Construction Documents

Senior Project Manager	\$ 150.00	an hour x	0	hrs. =	\$ -
Principal Architect, Principal Engineer	\$ 150.00	an hour x	0	hrs. =	\$ -
Proj. Manager, Senior Engineer II, Senior Proj. Engineer	\$ 140.00	an hour x	8	hrs. =	\$ 1,120
Senior Cost Estimator, Senior Buyer II	\$ 125.00	an hour x	0	hrs. =	\$ -
Proj. Architect, Proj. Engineer, Senior Engineer I	\$ 125.00	an hour x	0	hrs. =	\$ -
Senior Architect, Senior Designer II	\$ 120.00	an hour x	0	hrs. =	\$ -
Engineer V	\$ 115.00	an hour x	16	hrs. =	\$ 1,840
Senior Designer I	\$ 110.00	an hour x	0	hrs. =	\$ -
Architect IV, Engineer IV	\$ 105.00	an hour x	0	hrs. =	\$ -
Architect III, Designer IV, Engineer III	\$ 90.00	an hour x	84	hrs. =	\$ 7,560
Architect II, Designer III, Engineer II	\$ 80.00	an hour x	0	hrs. =	\$ -
Architect I, Designer II, Engineer I	\$ 70.00	an hour x	0	hrs. =	\$ -
Designer I	\$ 60.00	an hour x	0	hrs. =	\$ -
Project Administrator II	\$ 50.00	an hour x	16	hrs. =	\$ 800
<b>Subtotal</b>			<b>124</b>		<b>\$ 11,320</b>

Task D: Phase 4 - 100% Construction Documents								Hours	% Hours
Proj. Mgt.	Civil	Arch	Struct.	Plumb	HVAC	Elect.	PA		
								0	0.00%
								0	0.00%
								8	6.45%
								0	0.00%
								0	0.00%
								0	0.00%
								16	12.90%
								0	0.00%
								0	0.00%
								34	67.74%
								0	0.00%
								0	0.00%
								0	0.00%
								16	12.90%
								124	100.00%

Task E: Permits and Bidding Phase

Senior Project Manager	\$ 150.00	an hour x	0	hrs. =	\$ -
Principal Architect, Principal Engineer	\$ 150.00	an hour x	0	hrs. =	\$ -
Proj. Manager, Senior Engineer II, Senior Proj. Engineer	\$ 140.00	an hour x	4	hrs. =	\$ 560
Senior Cost Estimator, Senior Buyer II	\$ 125.00	an hour x	0	hrs. =	\$ -
Proj. Architect, Proj. Engineer, Senior Engineer I	\$ 125.00	an hour x	0	hrs. =	\$ -
Senior Architect, Senior Designer II	\$ 120.00	an hour x	0	hrs. =	\$ -
Engineer V	\$ 115.00	an hour x	34	hrs. =	\$ 3,910
Senior Designer I	\$ 110.00	an hour x	0	hrs. =	\$ -
Architect IV, Engineer IV	\$ 105.00	an hour x	0	hrs. =	\$ -
Architect III, Designer IV, Engineer III	\$ 90.00	an hour x	14	hrs. =	\$ 1,260
Architect II, Designer III, Engineer II	\$ 80.00	an hour x	0	hrs. =	\$ -
Architect I, Designer II, Engineer I	\$ 70.00	an hour x	0	hrs. =	\$ -
Designer I	\$ 60.00	an hour x	0	hrs. =	\$ -
Project Administrator II	\$ 50.00	an hour x	4	hrs. =	\$ 200
<b>Subtotal</b>			<b>56</b>		<b>\$ 5,930</b>

Task E: Permits and Bidding Phase								Hours	% Hours
Proj. Mgt.	Civil	Arch	Struct.	Plumb	HVAC	Elect.	PA		
								0	0.00%
								0	0.00%
								4	7.14%
								0	0.00%
								0	0.00%
								0	0.00%
								34	60.71%
								0	0.00%
								0	0.00%
								14	25.00%
								0	0.00%
								0	0.00%
								0	0.00%
								4	7.14%
								56	100.00%

Task F: Construction Admin (10 month Construction)

Senior Project Manager	\$ 160.00	an hour x	0	hrs. =	\$ -
Principal Architect, Principal Engineer	\$ 150.00	an hour x	0	hrs. =	\$ -
Proj. Manager, Senior Engineer II, Senior Proj. Engineer	\$ 140.00	an hour x	100	hrs. =	\$ 14,000
Senior Cost Estimator, Senior Buyer II	\$ 125.00	an hour x	0	hrs. =	\$ -
Proj. Architect, Proj. Engineer, Senior Engineer I	\$ 125.00	an hour x	0	hrs. =	\$ -
Senior Architect, Senior Designer II	\$ 120.00	an hour x	0	hrs. =	\$ -
Engineer V	\$ 115.00	an hour x	480	hrs. =	\$ 55,200
Senior Designer I	\$ 110.00	an hour x	0	hrs. =	\$ -
Architect IV, Engineer IV	\$ 105.00	an hour x	300	hrs. =	\$ 31,500
Architect III, Designer IV, Engineer III	\$ 90.00	an hour x	0	hrs. =	\$ -
Architect II, Designer III, Engineer II	\$ 80.00	an hour x	0	hrs. =	\$ -
Architect I, Designer II, Engineer I	\$ 70.00	an hour x	0	hrs. =	\$ -
Designer I	\$ 60.00	an hour x	0	hrs. =	\$ -
Project Administrator II	\$ 50.00	an hour x	60	hrs. =	\$ 3,000
<b>Subtotal</b>			<b>940</b>		<b>\$ 103,700</b>

Task F: Construction Admin (10 month Construction)								Hours	% Hours
Proj. Mgt.	Civil	Arch	Struct.	Plumb	HVAC	Elect.	PA		
								0	0.00%
								0	0.00%
								100	10.64%
								0	0.00%
								0	0.00%
								0	0.00%
								480	51.06%
								0	0.00%
								300	31.91%
								0	0.00%
								0	0.00%
								0	0.00%
								0	0.00%
								60	6.38%
								940	100.00%

Project Name - Ina Rd Fuel Island  
 Architectural and Engineering Fee Proposal  
 Rev Date: 10-24-19



Task G: Close-out

Senior Project Manager	\$ 160.00	an hour x	0	hrs. =	\$ -
Principal Architect, Principal Engineer	\$ 150.00	an hour x	0	hrs. =	\$ -
Proj. Manager, Senior Engineer II, Senior Proj. Engineer	\$ 140.00	an hour x	4	hrs. =	\$ 560
Senior Cost Estimator, Senior Buyer II	\$ 125.00	an hour x	0	hrs. =	\$ -
Proj. Architect, Proj. Engineer, Senior Engineer I	\$ 125.00	an hour x	0	hrs. =	\$ -
Senior Architect, Senior Designer II	\$ 120.00	an hour x	0	hrs. =	\$ -
Engineer V	\$ 115.00	an hour x	26	hrs. =	\$ 2,990
Senior Designer I	\$ 110.00	an hour x	0	hrs. =	\$ -
Architect IV, Engineer IV	\$ 105.00	an hour x	0	hrs. =	\$ -
Architect III, Designer IV, Engineer III	\$ 90.00	an hour x	44	hrs. =	\$ 3,960
Architect II, Designer III, Engineer II	\$ 80.00	an hour x	0	hrs. =	\$ -
Architect I, Designer II, Engineer I	\$ 70.00	an hour x	0	hrs. =	\$ -
Designer I	\$ 60.00	an hour x	0	hrs. =	\$ -
Project Administrator II	\$ 50.00	an hour x	4	hrs. =	\$ 200
<b>Subtotal</b>			<b>78</b>		<b>\$ 7,710</b>

Task G: Close-out								Hours	% Hours
Proj. Mgt.	Civil	Arch	Struct.	Plumb	HVAC	Elect	PA		
								0	0.00%
								0	0.00%
								4	5.13%
								0	0.00%
								0	0.00%
								0	0.00%
								26	33.33%
								0	0.00%
								0	0.00%
								44	56.41%
								0	0.00%
								0	0.00%
								0	0.00%
								4	5.13%
<b>4</b>	<b>6</b>	<b>24</b>	<b>6</b>	<b>14</b>	<b>6</b>	<b>14</b>	<b>4</b>	<b>78</b>	<b>100.00%</b>



**BILLING RATE SCHEDULE – FISCAL YEAR 2019**  
(January 1, 2019 through December 31, 2019)  
To be Revised Annually

**PROJECT MANAGEMENT & PROFESSIONAL DESIGN SERVICES**

	Rate, US\$/hour
Senior Project Manager	\$ 160.00
Principal Architect, Principal Engineer	\$ 150.00
Project Manager, Senior Engineer II, Senior Project Engineer	\$ 140.00
Project Architect, Project Engineer, Senior Engineer I	\$ 125.00
Senior Architect, Senior Designer II	\$ 120.00
Engineer V	\$ 115.00
Senior Designer I	\$ 110.00
Architect IV, Engineer IV	\$ 105.00
Architect III, Designer IV, Engineer III	\$ 90.00
Architect II, Designer III, Engineer II	\$ 80.00
Architect I, Designer II, Engineer I	\$ 70.00
Designer I	\$ 60.00
Drafter II	\$ 55.00
Drafter I	\$ 50.00
Tracer II	\$ 40.00
Tracer I	\$ 35.00

**PROJECT SUPPORT SERVICES**

	Rate, US\$/hour
Senior Accountant	\$ 130.00
Senior Buyer II, Senior Cost Estimator	\$ 125.00
Senior Buyer I, Senior Cost Engineer, Senior Logistics, Senior Scheduler	\$ 110.00
Senior IT Specialist, Accountant V	\$ 100.00
Senior Administrator, Buyer IV	\$ 95.00
Accountant IV, Administrator V, Scheduler III, Cost Estimator III	\$ 90.00
Buyer III, Logistics III	\$ 80.00
Accountant III, Scheduler II	\$ 75.00
Administrator IV, Cost Engineer II, Cost Estimator II, IT Specialist, Technical Writer III	\$ 70.00
Buyer II, Logistics II	\$ 65.00
Accountant II, Administrator III, Cost Engineer I, Cost Estimator I, IT Technician	\$ 60.00
Scheduler I, Technical Writer II	\$ 60.00
Accountant I, Administrator II, Buyer I, Logistics I, Technical Writer I	\$ 50.00
Administrator I, Jr. Buyer	\$ 45.00
Clerk I	\$ 30.00

**REIMBURSABLE EXPENSES**

	Rate, US\$/hour
Instead of itemizing charges, a flat fee per billing hour will be charged.	\$ 7.00
Computers, Programs, CAD equipment, Plotting, Local Travel, Faxes, Photo Copies, Home Office Long Distance Calls, CD-Rom Electronic File Copies	
Travel Rates: Mileage (outside of 50 mile radius of Downtown Tucson only)	\$ 0.58/mile
Software purchased for a specific project	Cost
Per Diem, Air Travel (Not to Exceed GSA Rates)	Cost
Postage, Freight, Courier, Photography, Legal Services	Cost
Reproductions (out sourced), Foreign Business Tax Levies and Foreign Personnel Tax Levies	Cost
Purchasing, Subcontracts & Consultants	Cost +5%
Late fees of 1.5% per month will be added to accounts 30 days past due.	

**Tucson Office**

2051 W. Sunset Road, Suite 101  
Tucson, AZ 85704  
Phone: (520) 293-1488  
Fax: (520) 293-8349  
e-mail: m3@m3eng.com

**Chandler Office**

2175 W. Pecos Rd., Suite 3  
Chandler, AZ 85224  
Phone: (480) 753-3607  
Fax: (480) 753-3617  
e-mail: m3phx@m3eng.com

**Carolina Office**

11111 Carmel Commons Blvd, Suite 200  
Charlotte, NC 28226  
Phone: (704) 973-0500  
Fax: (704) 973-0528  
e-mail: m3carolina@m3eng.com

**Hermosillo Office**

Blvd. Enrique Mazón #1001, Carretera  
Internacional a Nogales KM 6.5  
Hermosillo, Sonora, México C.P. 83304  
Phone: (52-662) 109-1500  
Fax: (52-662) 109-1504  
e-mail: m3mexicana@m3eng.mx





**BILLING RATE SCHEDULE – FISCAL YEAR 2019**  
**(January 1, 2019 through December 31, 2019)**  
**To be Revised Annually**

**SPECIAL CONSULTING & DESIGN SERVICES**

	<b>Rate, US\$/hour</b>
Forensics, Principal Consultant	\$ 160.00
Principal Metallurgist	\$ 150.00
Senior Metallurgist II	\$ 140.00
Specialist	\$ 120.00
Environmental Engineer, Geologist, Senior Metallurgist I	\$ 110.00
Metallurgist	\$ 90.00

**CONSTRUCTION MANAGEMENT SERVICES**

	<b>Rate, US\$/hour</b>
Senior Construction Manager, Principal Construction Manager	\$ 160.00
Construction Manager, Sr. Project Accountant	\$ 140.00
Field Superintendent IV	\$ 120.00
Field Superintendent III	\$ 100.00
Project Services Specialist, Field Superintendent II, Project Accountant V	\$ 90.00
Field Superintendent I, Project Accountant IV	\$ 80.00
Project Accountant III	\$ 70.00
Field Support III, Project Accountant II	\$ 60.00
Project Accountant I	\$ 55.00
Field Support II	\$ 45.00
Field Support I	\$ 35.00

**FOREIGN OFFICE SERVICES**

	<b>Rate, US\$/hour</b>
<b>M3 Mexicana Office</b>	
Senior Personnel V	\$ 109.00
Senior Personnel IV	\$ 94.00
Senior Personnel III	\$ 84.00
Senior Personnel II	\$ 74.00
Senior Personnel I	\$ 64.00
Intermediate Personnel III	\$ 54.00
Intermediate Personnel II	\$ 49.00
Intermediate Personnel I	\$ 44.00
Junior Personnel II	\$ 34.00
Junior Personnel I	\$ 24.00

Alberto Bennett, P.E., President

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Fax: (52-662) 109-1504  
e-mail: m3mexicana@m3eng.mx

# Compusult

Construction Cost Consulting  
5917 East Pima Street  
Tucson, Arizona 85712  
520•882•4044

## PROJECT QUOTE

Date: June 20, 2019

Firm's Name: M3 Engineering and Technology  
2051 West Sunset Road, Suite 101  
Tucson, Arizona 85704

Project: Ina Road Fuel Island  
Tucson, Arizona

Amount of Schematic Design Estimate - \$2,375.  
Quote: 50% Construction Documents Estimate - \$3,000.  
90% Construction Documents Estimate - \$3,750.  
100% Construction Documents Estimate - \$1,875.

Comments: Compusult will provide an estimate at the design levels listed above. The estimates will be in standard Compusult format and will include landscaping, civil, architectural, mechanical and electrical trades. Compusult excludes formal VE studies, CA services and reconciliation with a General Contractor or Construction Manager. Additional cost estimating services will be provided on written approval by M3 Engineering and Technology and billed at \$125/hr.



Engineering and Environmental Consultants, Inc.

555 E. River Road, Suite 301 | Tucson, Arizona 85704 | P: 520.321.4625

September 10, 2019

Ruben Sibayan, AIA LEED AP  
M3 Engineering and Technology Corp.  
2051 W. Sunset Rd #101  
Tucson, AZ 85704  
520-293-1488 ext 7350  
Ruben.Sibayan@m3eng.com

RE: Design Survey for Ina Fuel Island

Dear Mr. Sibayan:

Engineering and Environmental Consultants, Inc. (EEC) appreciates this opportunity to provide a design survey for the above referenced project as shown on attachment A.

#### **SCOPE OF WORK**

1. Tie Horizontal monumentation for project control.
2. Survey will be on ASP coordinate basis and basis of bearing. Project coordinates will be ASP scaled to ground distances. Vertical will be tied to NAVD 88.
3. Complete design survey of the entire area shown on Attachment A including: 3D surface of the existing ground, land features (i.e. top/toe of slope), utilities, sidewalk elevations and location, curb information, pavement (asphalt and concrete), storm drains, manhole/basin top and invert elevations, concrete ramps, loading dock areas, drainage features, etc.
4. All underground utilities such as sewer and storm manholes and water valves will be measured down to inverts when possible.
5. Publish and provide signed design survey showing all that was picked up during field survey, record utility asbuilts and record easements. Survey will show 1 foot contours and all improvements located along with the basis of bearing.

#### **PROPOSED TIMELINE**

EEC proposes to start the field work for the above described scope within 1 week of receipt of a signed agreement, weather permitting or after the 8<sup>th</sup> of July, whichever is later. The field work is estimated at taking 1 day, weather permitting. The proposed drafting work will be completed ASAP following the completion of the field work. Estimated total time for start to finish is approximately 10 working days.

### **PROPOSED BUDGET**

EEC proposes to do the above referenced work on a Fixed Fee amount of **\$5,990.00**. Any additional work will be done in conformance to the corresponding change order at our hourly billing rates.

### **DELIVERABLES**

1. A PDF of the survey stating datum and projection, sealed by a licensed surveyor.
2. 3D AutoCAD file of contours and planimetrics.
3. 3D AutoCAD file of the Digital Terrain Model (DTM).

### **ASSUMPTIONS AND EXCLUSIONS**

- EEC will be not responsible for title research other than what is readily available on Pima County Website.
- EEC will order record utility drawings for inclusion into design survey.
- Boundary corners, street centerline monuments and control monuments will be searched for and tied.
- Missing property corners will not be set per this agreement.
- Blue stake present during survey will be tied. Coordination with utility companies or locate centers will not be part of this work.
- EEC has owner's permission to fly site with UAS.

We are look forward to working with you on this project.

Sincerely,

**ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.**



Bruce Brown, RLS AZ, AK  
Survey Director  
Tel 520-321-4625 | Ext 7303  
Mobile 520-310-0140, [bbrown@eecorp.com](mailto:bbrown@eecorp.com)

Attachments:

Attachment A – Project boundary map

END EXHIBIT B



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Crest Insurance Group, LLC  
5285 East Williams Circle Suite 4500  
Tucson AZ 85711

**CONTACT NAME:** Monica Siegel  
**PHONE (A/C, No., Ext):** 520-881-5760  
**FAX (A/C, No.):**  
**E-MAIL ADDRESS:** msiegel@crestins.com

**INSURED**  
M3 Engineering & Technology Corp.  
M3 Engineering & Construction, Inc  
2051 W. Sunset Rd  
Tucson AZ 85704

70M3ENGIN

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co. of Reading PA	20427
INSURER B : Valley Forge Insurance Company (Maguire)	20508
INSURER C : Continental Casualty Company	20443
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:** 89633325**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6016900047	6/23/2019	6/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6016900050	6/23/2019	6/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6016900033	6/23/2019	6/23/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	6016900016	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Valuable Papers Employee Benefits Liability Rented Leased Equip			6016900047	6/23/2019	6/23/2020	100,000 Limit (EBL) 100,000- Ded 1000 Aggregate 2mm-Agg/1mm-P/C Rented Leased Equ

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

RE: Ina Road Fuel Island (XINAFI).

Certificate holder and others when required in a written contract or agreement are additional Insured (General Liability & Automobile Liability). Coverage is Primary and Non-Contributory. Waiver of Subrogation (General Liability, Automobile Liability & Workers Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions, definitions, & exclusions.

**CERTIFICATE HOLDER**

Pima County Procurement Department  
Design & Construction Division  
130 W. Congress St.  
Tucson AZ 85701-1317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Cody Ritchie*

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CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B.** additional insured coverage with "arising out of" language; or
  - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: M3 ENGINEERING & TECHNOLOGY, INC.

Policy No: 6016900047

Endorsement No: 4

Effective Date: 06/23/2019



**CNA PARAMOUNT****Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: M3 ENGINEERING & TECHNOLOGY, INC.

Policy No: 6016900047

Endorsement No: 4

Effective Date: 06/23/2018

**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. your work included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT  
- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

40020005060150000502471



**D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
  - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or
  - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

#### IV. BUSINESS AUTO CONDITIONS

##### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

##### B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

##### C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

##### D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

##### E. Policy Period, Coverage Territory

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

#### V. DEFINITIONS

**Section V. Paragraph C.** is deleted and replaced by the following:

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

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**Workers Compensation And Employers Liability Insurance**  
**Policy Endorsement**

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

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

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

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 16900016

Policy Effective Date: 05/01/2019

Policy Page: 27 of 43



**PROCUREMENT DEPARTMENT**

DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317  
TELEPHONE (520) 724-3727 • FAX (520) 724-4434

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMPREHENSIVE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMPREHENSIVE AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

**M3 Engineering & Technology Corporation**

Insured Firm

AUTO: 601900050 , C. PACKAGE: 6016900047

Policy Number

CNA Companies, Valley Forge Insurance - Auto  
Insurance Carrier Commercial Package

Brett M. Rustand  
Authorized Carrier Signature

BRETT M. RUSTAND  
Printed Name

10/30/19  
Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.



M3ENG-1

OP ID: JD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Underwriters of Arizona, Inc. P.O. Box 5419 Scottsdale, AZ 85261-5419 Prof. Underwriters of Arizona	<b>480-483-0440</b>	<b>CONTACT NAME:</b> Prof. Underwriters of Arizona	
		<b>PHONE (A/C, No, Ext):</b> 480-483-0440	<b>FAX (A/C, No):</b> 480-948-7752
		<b>E-MAIL ADDRESS:</b> jeff@prounderwriters.com	
<b>INSURED</b> M 3 Engineering & Technology Corporation 2051 W Sunset Rd, Ste 101 Tucson, AZ 85704	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich Insurance Company		16535
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liab.</b> Architect/Engineer		<b>X</b>	<b>EOC296058414</b>	<b>07/25/2019</b>	<b>07/25/2020</b>	<b>Per Claim 10,000,000</b> <b>Ann. Agg. 20,000,000</b>

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

## CERTIFICATE HOLDER

PIMAC01

Pima County  
Design&Construction Division  
Pima County Procurement  
130 W Congress St 3rd Fl  
Tucson, AZ 85701

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE