



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

Requested Board Meeting Date: October 18, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Poster Frost Mirto, Inc. (Headquarters: Tucson, AZ)

Project Title/Description:

Architectural and Engineering Design Services: Old Courthouse Tenant Improvements (XOCHRT)

Purpose:

Award of Contract: Contract No. CT-FM-17-126. This award of contract is recommended to the highest qualified consultant in the amount of \$1,334,073.00 for a contract term from October 18, 2016 to October 17, 2018 for architectural and engineering design services for the Old Courthouse Tenant Improvements. Administering Department: Facilities Management.

Procurement Method:

Solicitation for Qualifications No. 221810 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. Eleven (11) responsive statements of qualifications were received and evaluated by a six (6) member committee using qualifications and experience based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of four (4) respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

Program Goals/Predicted Outcomes:

Design interiors for new tenants which will include mechanical, electrical, plumbing and life safety upgrades. A construction document package that meets the budget and needs of Pima County and the future tenants that can go out for bid in 2017.

Public Benefit:

The design of the interior will allow new tenants to occupy the Old Courthouse and bring life back to the historic building as well as preserve one of Tucson's most notable structures.

Metrics Available to Measure Performance:

Pima County and the future tenants agree to the interior design and the construction costs align with the budget when the construction documents go out for bid.

Retroactive:

No.

Procure Dept 09/30/16 AM 10:59

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Original Information

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 17-126
Effective Date: 10/18/16 Termination Date: 10/17/18 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$ 1,334,073.00 Revenue Amount: \$ _____
Funding Source(s): Certificates of Participation Series 2014

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
 Expense Revenue Increase Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Matt Sage, Commodity Contracts Officer Matt S 9/20/16
Department: Procurement Margaret 9/28/16 Telephone: 520-724-8586
Department Director Signature/Date: _____
Deputy County Administrator Signature/Date: Jan Burke 9-29-16
County Administrator Signature/Date: E. Dulebeney 9/29/16
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: September 23, 2016

The Pima County Facilities Management Department hereby issues formal notice to respondents to Solicitation #221810 for Architectural and Engineering Design Services: Old Courthouse Tenant Improvement, that the following listed respondent will be recommended for award as indicated below. The award action is scheduled for award by the Board of Supervisors on October 18, 2016.

Award is recommended to the Most Qualified Respondent:

AWARDEE NAME(S)

Poster Frost Mirto, Inc.

OTHER RESPONDENT NAMES (Alphabetical Order):

Breckenridge Group Architects / Planners	Intertech Architectural Interiors, Inc.
BWS Architects	Jones Studio
DLR Group	Line and Space, LLC
Engberg Anderson, Inc.	SmithGroupJJR
GLHN Architects and Engineers, Inc.	WSM Architects, Inc.

Issued by: Matthew Sage, Commodity/Contracts Officer

Telephone Number: 520-724-8586

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

Copy to: Pima County SBE via e-mail at SBE@pima.gov or via fax at 520-724-4434.

PIMA COUNTY FACILITIES MANAGEMENT		CONTRACT NO. <u>CT-FM-17-126</u> AMENDMENT NO. _____ This number must appear on all invoices, correspondence and documents pertaining to this contract.
PROJECT:	ARCHITECTURAL AND ENGINEERING DESIGN SERVICES: OLD COURTHOUSE TENANT IMPROVEMENTS (XOCHRT)	
CONSULTANT:	POSTER FROST MIRTO, INC. 317 NORTH COURT AVENUE TUCSON, ARIZONA 85701	
AMOUNT:	\$1,334,073.00	
FUNDING:	CERTIFICATES OF PARTICIPATION SERIES 2014	

CONSULTANT SERVICES CONTRACT

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

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Old Courthouse Tenant Improvements; and

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

WHEREAS, based on CONSULTANT's representations in response to Pima County Solicitation No. 221810, CONSULTANT was determined to be the most qualified for this Project; and

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

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

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on October 18, 2016, and terminates on October 17, 2018, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Architectural and Engineering Design Services for the COUNTY as described in EXHIBIT "A" - SCOPE OF SERVICES (9 pages), EXHIBIT "A-1" – CONCEPT PLAN (4 pages), and EXHIBIT "C" – PIMA COUNTY FACILITIES MANAGEMENT (PCFM) ELECTRONIC DOCUMENT STANDARDS (2 pages), attachments to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with **ARTICLE 5**.

Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.

ARTICLE 3 - DEFINITIONS

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

Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to the Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with **ARTICLE 5**.

Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.

Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in EXHIBIT "B" -COMPENSATION SCHEDULE.

Fee. Fee is the amount, independent of actual costs, that the CONSULTANT is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to CONSULTANT for both profit and unallowable costs. Efficient cost control will allow CONSULTANT to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.

Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.

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

Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. CONSULTANT assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by CONSULTANT beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the CONSULTANT's fixed Fee.

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

Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost Plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

ARTICLE 4-- COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT on a modified Not-to-Exceed Cost Plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of CONSULTANT's Direct Labor Costs, Indirect Costs and Other Direct Costs. CONSULTANT's fee will remain fixed and may be adjusted only as provided in **ARTICLE 5** and **ARTICLE 6**.

CONSULTANT's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as EXHIBIT "B" – COMPENSATION SCHEDULE (38 pages). CONSULTANT may invoice monthly for the actual costs incurred plus a pro-rata portion of one-half (1/2) of the fee amount for each task.

CONSULTANT will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the CONSULTANT's invoice for billing purposes. Calculations and supporting data will be made available to COUNTY at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of a task, (including acceptance by COUNTY of all associated deliverables), COUNTY will pay the balance of the fee allocated to that task to CONSULTANT.

Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. COUNTY may consider adjustments to rates in connection with any extensions of the contract term.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed One Million, Three Hundred Thirty-Four Thousand, Seventy-Three Dollars and Zero Cents (\$1,334,073.00).

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under **ARTICLE 25**, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk. Additional Services identified in EXHIBIT "B" - COMPENSATION SCHEDULE, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, CONSULTANT will invoice additional Services at the rates incorporated into this Contract as in EXHIBIT "B" - COMPENSATION SCHEDULE. COUNTY may add additional services throughout the term of the Contract by providing notice in writing to CONSULTANT. Hourly billable rates shown in EXHIBIT "B" - COMPENSATION SCHEDULE will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to EXHIBIT "A" - SCOPE OF SERVICES by written amendment at any time.

COUNTY has ten (10) calendar days from the date of invoice to notify CONSULTANT of any invoicing discrepancies. COUNTY and CONSULTANT will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by COUNTY.

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

ARTICLE 5 – PROJECT BASELINE AND ADJUSTMENTS

- A. COUNTY and CONSULTANT have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- B. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and

effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:

1. A delay in the work attributable to a failure by COUNTY to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one (1) day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
 2. There is no adjustment for any delay in the work attributable to a failure by CONSULTANT to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by CONSULTANT to adhere to its schedule expectations, CONSULTANT will provide a recovery plan to COUNTY within five (5) days of COUNTY's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for CONSULTANT to make more than two (2) submissions of plans or documents for approval is a failure by CONSULTANT to adhere to its schedule commitments. CONSULTANT's work associated with additional reviews is non-compensable.
 3. A delay in the work attributable to any other cause that differs materially from the expectations of the Parties regarding that cause is an excusable delay for which the Parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
 4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
 5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the Parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
 6. The Parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
 7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- C. CONSULTANT agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by CONSULTANT to complete the work after the completion date in the schedule are not reimbursable under this Contract.

ARTICLE 6 – REALLOCATION OF FUNDS

Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in EXHIBIT "A" - SCOPE OF SERVICES and EXHIBIT "B" – COMPENSATION SCHEDULE.

If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to COUNTY. With the agreement of the Parties, COUNTY may reallocate the cost savings to other tasks in EXHIBIT "A" - SCOPE OF SERVICES and EXHIBIT "B" – COMPENSATION SCHEDULE as follows:

- A. Reallocation between subtasks in EXHIBIT "A" - SCOPE OF SERVICES under any one of the major task categories in EXHIBIT "B" – COMPENSATION SCHEDULE may be made between the COUNTY's department representative and the CONSULTANT's project manager by written agreement.
- B. County's Procurement Director may make a reallocation among the major tasks in EXHIBIT "B" – COMPENSATION SCHEDULE by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
- C. The Board of Supervisors may make any reallocation or adjustment in EXHIBIT "A" - SCOPE OF SERVICES or EXHIBIT "B" – COMPENSATION SCHEDULE that increases the total contract amount through a Contract Amendment.

Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

ARTICLE 7 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

7.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 7.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
- 7.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 7.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.
Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.
- 7.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended

discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

7.2 Additional Insurance Requirements:

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

- 7.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 7.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 7.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 7.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

7.3 Notice of Cancellation:

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

7.4 Verification of Coverage:

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

- 7.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 7.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

7.5 Approval and Modifications:

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

ARTICLE 8 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees

or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY its agents, employees or indemnities.

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

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

ARTICLE 9 – COMPLIANCE WITH LAWS

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

ARTICLE 10 – STATUS OF CONSULTANT

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

ARTICLE 11 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this contract, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

ARTICLE 12 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 13 – SUBCONSULTANT

CONSULTANT will be fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any

SUBCONSULTANT, except as may be required by law.

ARTICLE 14 – NON-ASSIGNMENT

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

ARTICLE 15 – NON-DISCRIMINATION

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any subconsultants**. During the performance of this contract, CONSULTANT will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 16 – AMERICANS WITH DISABILITIES ACT

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

ARTICLE 17 – CANCELLATION FOR CONFLICT OF INTEREST

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

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

ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT will be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
 - 1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 - 3. Refusal or failure to remedy defective or deficient work within a reasonable time;

4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT's performance of this Contract;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph 2., COUNTY's liability to CONSULTANT will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which COUNTY has not previously made payment.
- D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—
1. Excepting item 8. in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
 2. CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

- F. If, after termination of the Contract for default, COUNTY determines that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if COUNTY had terminated the Contract for convenience.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 19 – TERMINATION FOR CONVENIENCE OF COUNTY

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

ARTICLE 20 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 21 – NOTICES

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

COUNTY:

Lisa Josker, Director
Pima County Facilities Management
150 West Congress Street, 3rd Floor
Tucson, AZ 85701
Tel: (520) 724-3104
Fax: (520) 724-3900

CONSULTANT:

Corky Poster, Architect/Planner/Principal
Poster Frost Mirto, Inc.
317 North Court Avenue
Tucson, AZ 85701
Tel: (520) 882-6310
Fax: (520) 882-0725

ARTICLE 22 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 221810, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

ARTICLE 23 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in **ARTICLE 27** are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 24 – SEVERABILITY

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

ARTICLE 25 – BOOKS AND RECORDS

CONSULTANT will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONSULTANT will retain all records relating to this contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONSULTANT may, at its option, deliver such records to COUNTY for retention.

ARTICLE 26 – DELAYS

Neither party hereto will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 27 – DISPUTES

In the event of a dispute between the Parties regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this contract vest in and become the property of COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the CONSULTANT.

ARTICLE 29 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. COUNTY will notify CONSULTANT of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

COUNTY has the right at any time to inspect the books and records of CONSULTANT and any subconsultant in order to verify such party’s compliance with the State and Federal Immigration Laws.

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

CONSULTANT will advise each sub-consultant of COUNTY’S rights, and the sub-consultant’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

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

ARTICLE 31-ISRAEL BOYCOTT CERTIFICATION

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

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ARTICLE 32 - ENTIRE AGREEMENT

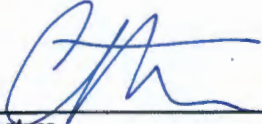
This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written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

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

PIMA COUNTY:

CONSULTANT:

Chair, Board of Supervisors



Signature

Date

CORKY POSTER - SEC. TREAS / PRINCIPAL
Name and Title (Please Print)

ATTEST:

SEPT. 30, 2016
Date

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

TOBIN ROSEN

Name (Please Print)

9/28/16
Date

EXHIBIT "A" SCOPE OF SERVICES (9 Pages)

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

The COUNTY lacks the available expertise for the Project, and has therefore, by this Agreement, employed the CONSULTANT. Written approval of plans, specifications, and reports by the 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 construction of the Project is not received for an amount within the construction budget, the CONSULTANT shall, in consultation with the COUNTY, revise the scope and/or quality of the project to obtain a satisfactory proposal to construct the project in accordance with A.R.S. 34-104, at no additional cost to the COUNTY, unless otherwise agreed upon by the COUNTY.

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.

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 2007 format or newer. The CONSULTANT shall then be responsible to maintain and update the schedule on a monthly basis until construction begins. Along with the schedule the CONSULTANT shall provide progress reports to the COUNTY's project manager on a bi-monthly basis throughout the Pre-Design and Design Services. The CONSULTANT shall submit each schedule revision to the COUNTY for review and approval.

2. Project Narrative:

The Pima County Old Courthouse was originally built in 1929 and was the main county courthouse until 2015. In 1978, the building exterior was listed in the National Register of Historic Places. The south addition was constructed in 1955 and major renovations occurred in 1965. Minor renovations have occurred from 1977 to the present on an as needed basis to satisfy tenant needs. The building has 3 floors and a basement with approximately 80,000 gross square feet. Pima County is preparing to upgrade, repair and renovate the building for prospective lease opportunities. Renovations will eliminate unhealthy conditions, but still honor the importance of the Courthouse in Pima County's culture and history.

Interior demolition of walls, ceilings, flooring, and above ceiling mechanical plumbing and electrical systems are currently underway. Asbestos abatement is also underway. Exterior and structural

renovations required to assure the continued preservation of the Old Courthouse are currently in design with construction scheduled for the fall and winter of 2016. These renovations include roofing and dome repairs, exterior walls and doors, cast stone, steel sash windows, tile restoration and site drainage.

Interior renovations will provide the infrastructure for planned tenants and, at the same time, upgrade the building so that current fire and life safety codes and accessibility standards are met. These interior renovations are scheduled as part of the design and construction of this scope of work for tenant improvements and will include mechanical, electrical, fire protection and alarm systems, accessibility and life safety and elevators. Minimal historic preservation work will be required for the Dillinger courtroom (carpet, paint, light fixtures, etc.) and various other interior historic character defining elements.

Discussions with various possible tenants are currently ongoing and include functional usages such as visitor's center, exhibit space, museum, office use, auditorium/meeting rooms and storage. It is estimated that some 68,000 square feet of net space will be improved for tenant use.

3. Architectural & Engineering Services

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

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

- Existing Conditions Survey
- Programming
- Schematic Design
- Design Development
- Construction Documentation:
 - 50% CD Review Documents
 - 90% CD Review Documents
 - Permit/Bid documents
- Bidding and Negotiation
- Construction Administration
- Record Drawings

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

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

- Architectural Services
- Historic Preservation (minimal)
- Limited Structural Engineering for special loading requirements
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Delegated Design
- Fire Alarm Engineering
- Electrical Engineering
- Code required signage
- Cost Estimating at Schematic Design, Design Development, 50% and 90% CD's and Bid phase.
- ADA Compliance

Interior design, furniture and identification signage design services will be supplied by Pima County Facilities Management and coordinated with the architect for inclusion into the construction documents. This includes finish material and color selections. Finish material specifications shall be provided by the CONSULTANT.

4. Estimated Budget & Cost Control

The estimated construction budget shall not exceed **\$11,500,000**. 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 with 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 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 changes need to occur to the design documents in order to get the design within budget, including new cost estimate/s, this work shall be at no expense to the COUNTY.

5. Project Schedule:

- a. Design through Construction Documents – Eight Months
- b. Permits and Bidding – Three Months
- c. Construction – Ten Months

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

6. Pre-Design Services Detail:

a. Existing Conditions Survey:

The CONSULTANT shall visit the project site and field measure and photograph existing conditions. The CONSULTANT shall provide to the COUNTY's Project Manager AutoCAD drawings (2010, or newer, format) of the existing conditions following the Pima County Facilities Management Design Standards. Drawings shall include floor plans and a site plan (as applicable) indicating features subject to demolition and/or relocation. The COUNTY shall provide all available documentation of the original construction and floor plans as available.

b. Programming:

At the award of this contract, the CONSULTANT shall meet with the project partners to review the existing program information and the functional needs of the new space. Previously developed tenant programming will be given to the consultant at the time of award. (See Concept Plan prepared by the County attached and incorporated herein as **Exhibit A-1**). Additional programming efforts may be required as new tenants are determined. Any final or revised programming information shall be documented and submitted to the COUNTY for review. Approval of the Programming Phase by the COUNTY is necessary before proceeding on to the Schematic Design Phase of the Project.

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.

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

b. Schematic Design Phase:

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

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

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

c. Design Development Phase:

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

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

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

d. Construction Documents Phases (50% and 90% Completion):

The CONSULTANT shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including Drawings and Specifications (50% & 90% level for all disciplines), setting forth in detail the requirements for the construction of the

entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The COUNTY's Project Manager will supply these Instructions and Conditions to the CONSULTANT.

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

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

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

The CONSULTANT must receive from the COUNTY written approval of each Construction Documents Phase before proceeding to the next Construction Document Phase.

e. Construction Documents Phases (100% Completion):

The CONSULTANT shall develop from the 90% Construction Documents, the 100% Construction Document submission to be submitted by the COUNTY's Project Manager for obtaining the building permits and beginning the procurement process to obtain a General Contractor and furniture procurement. This submission includes drawings and full specifications, calculations and product cut sheets, setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the 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 completed permit applications, checklists, CONSULTANT Consent Form, plans, specifications, special inspection certificates (if necessary) and calculations. The COUNTY will submit these documents to Development Services and other agencies for permit review.

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

f. Bidding Phase:

The CONSULTANT shall assist the COUNTY in answering any questions that may arise from bidders pertaining to the Construction Document. Should Addenda become necessary, the CONSULTANT shall prepare and distribute same with direction provided by the COUNTY's Project Manager. The CONSULTANT will assist in the review of bids 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.

g. Construction Administration Phase of the Construction Contract:

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

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

CONSULTANT's Construction Administration Phase shall commence with the notice-to-proceed to the General Contractor and will terminate Sixty (60) days following issuing of the Certificate of Substantial Completion. CONSULTANT's Construction Administration Services, beyond the completion time period specified above, unless due to the neglect of the CONSULTANT 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.

However, the CONSULTANT shall immediately notify the COUNTY if the Contractor is failing to carry out the work in accordance with the Contract Documents, and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The CONSULTANT shall prepare a list of critical construction inspection times and items to be inspected, and said schedule shall be made part of the successful Contractor's required performance.

Notwithstanding any provisions of previous paragraphs, and based on such observations at the site and on the Contractor's Applications for Payment, the CONSULTANT shall determine the amount owing to the Contractor and certify the payment of such amounts on the Contractor's Applications for Payment (AIA Form G-702).

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

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

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 thereunder by both the COUNTY and Contractor. The CONSULTANT shall recommend decisions on all claims from the COUNTY or Contractor relating to the execution and progress of the work on all other matters or questions related thereto.

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

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

The CONSULTANT shall review and approve shop drawings, samples, and other submissions of the Contractor with reasonable promptness. The CONSULTANT shall furnish any requested additional instructions in writing, by means of drawings, or otherwise, necessary for the proper execution of the Work. All such instructions or drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

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

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

At the conclusion of the Project, the CONSULTANT shall prepare a Record Drawing Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the COUNTY at the time of submission. In addition, key shop drawings are to be scanned and submitted to the owner as part of the closeout documents.

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 which are used for coordination purposes between the CONSULTANT's team members will not be paid for by the COUNTY.
2. Cost of reproductions for all documents required for bidding and construction, shall be with vendors having a purchase order with the COUNTY.

3. Cost of materials testing (as needed) based on Project requirements defined by CONSULTANT;
4. A Project Manager from Facilities Management assigned to work with the CONSULTANT.
5. Any information available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;
6. Any reports and/or mitigation regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
7. Assistance with establishment of CAD files and formats as defined in the attached Facilities Management Department CAD Standards;
8. Any building Materials and Finishes Standards desired by the COUNTY;
9. Apply for and pay building permit fees to include Pima County Wastewater fees.
10. Interior design and furniture and equipment design services will be supplied by Pima County Facilities Management.
11. Consultation with Pima County officials as required.

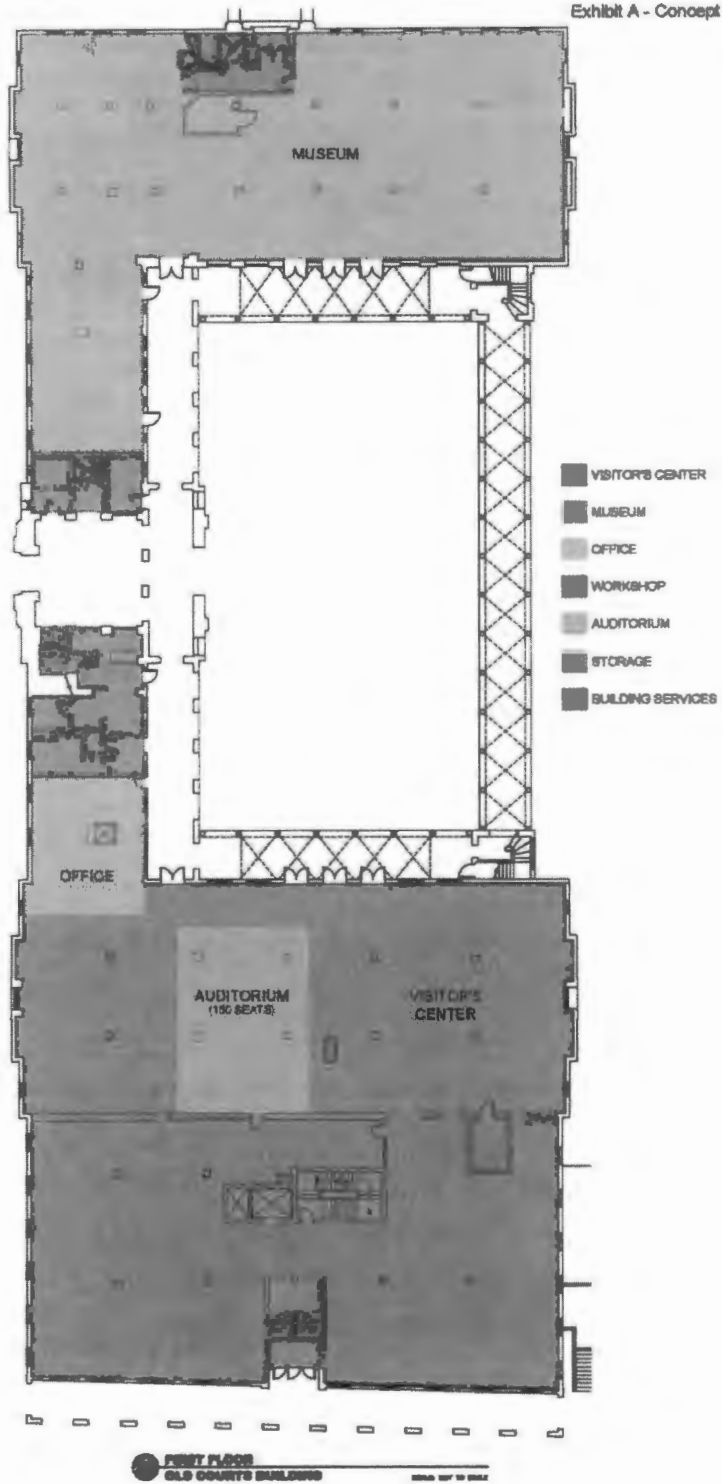
C. SERVICE CRITERIA

1. The CONSULTANT shall be required, during the course of this Contract, to follow the normal work procedures and criteria listed below:
 - a. Meet with the COUNTY's Project Manager and others concerned with the project to refine the Scope of Work.
 - b. The CONSULTANT shall be responsible for the completeness and accuracy of all services rendered under this Contract.

End of Exhibit "A"

EXHIBIT "A-1" CONCEPT PLAN (4 Pages)

Exhibit A - Concept Plan



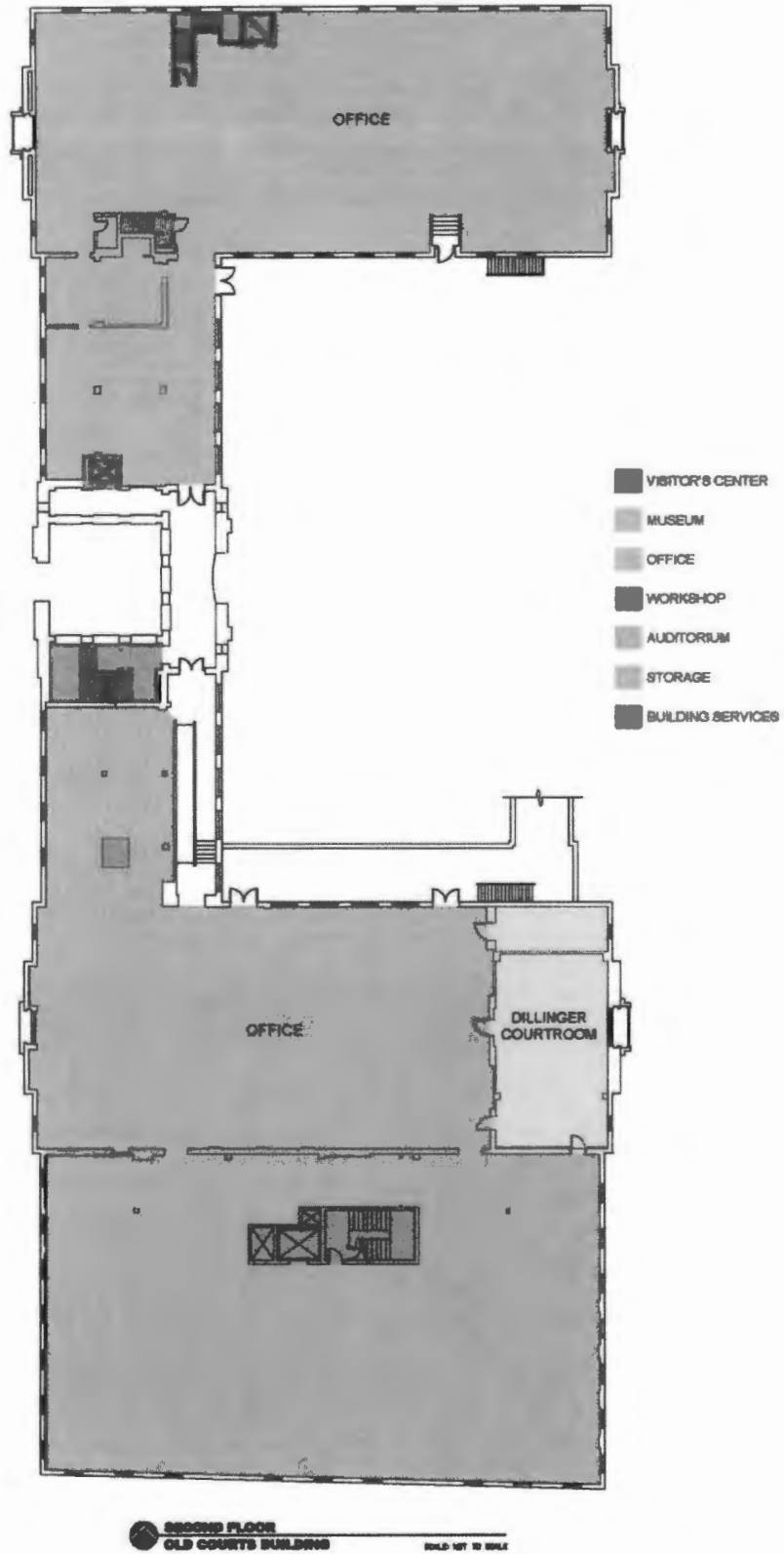
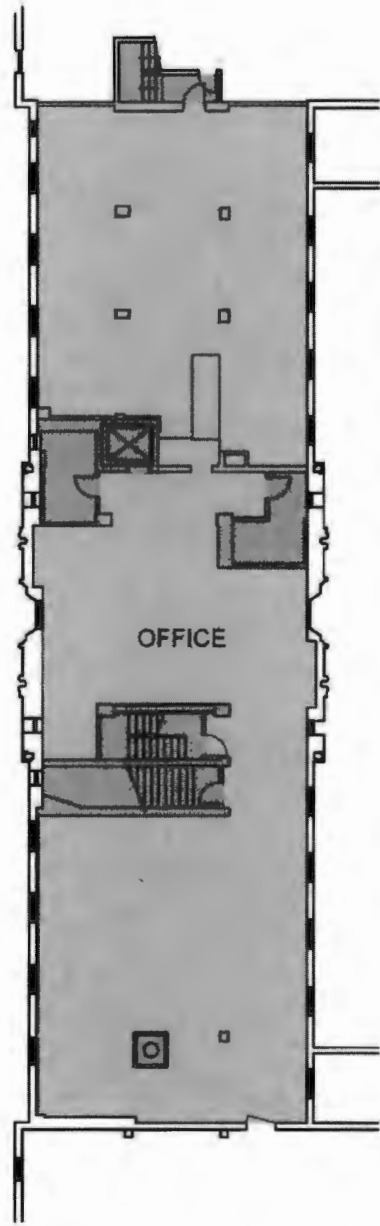


EXHIBIT A-1 - CONCEPT PLAN



-  VISITOR'S CENTER
-  MUSEUM
-  OFFICE
-  WORKSHOP
-  AUDITORIUM
-  STORAGE
-  BUILDING SERVICES

 **THIRD FLOOR**
OLD COURTS BUILDING SCALE: NOT TO SCALE

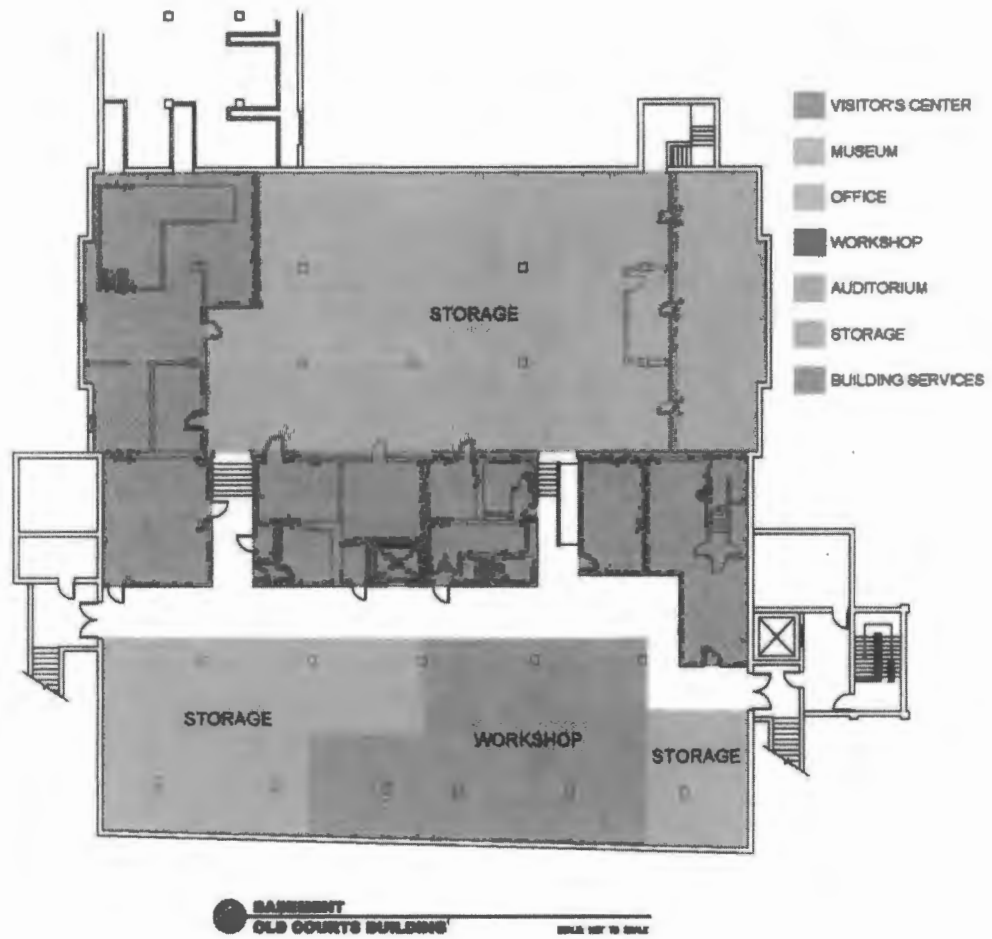


Exhibit "A-1"

EXHIBIT "B" COMPENSATION SCHEDULE (38 Pages)

1. ***COST PLUS FIXED FEE SCHEDULE OF PAYMENTS***
(Detailed by Major Milestone, Not to Exceed Cost by Task (Direct Labor, Indirect, and Other Direct Costs), and Fixed Fee)

(DO NOT SUBMIT THIS SCHEDULE WITH THE SOQ)

(The Remainder of this Page is Intentionally Left Blank)

2. **COMPENSATION DETAILS**

A. Cost Allocation and Ceilings

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

B. Cost Adjustments

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

C. Progress Payments

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

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

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

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

b. Annual Salaried Professionals

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

c. Allowable Annual Increases

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

d. Sub consultants

Specific billing arrangements will be negotiated with specialty sub-consultants such as the following:

- Attorneys
- Financial Advisors
- Surveyors
- Subsurface Consultants
- Specialty Consultants

e. Vacation/Holidays

- Included in firm's audited multiplier

f. Sick Time

- Included in firm's audited multiplier

g. Billing for non-productive idle time

- No billing for vehicle driving time (commuting time)
- Allow billing during air travel to Pima County for actual time worked on Pima County projects
- Short-term assignments are negotiable

2. Multipliers

a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed

b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract

c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the consultant

d. County will consider annual audited multipliers or fixed multipliers for the contract period

3. Travel Time

a. Air Travel

- Allow only for time spent on aircraft working on Pima County projects

b. Land Travel

- Not allowed from Phoenix Metro Area to Pima County (both ways)
- Not allowed to and from airports

c. Local Travel between meetings and job sites

- Allowed

4. Expenses

a. Mileage (Between Phoenix Metro Area and Pima County)

- Approve at the established County mileage rate
- Included in firm's audited multiplier or as other direct cost
- Mileage for commuting not allowed

b. Mileage – local

- Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.

- Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting to and from work place not allowed
- c. Car Rental/Lease/Corporate Vehicles
- Included in firm's audited multiplier or as other direct cost
- d. Hotel/Meals
- Allow only for infrequent call-in of an out of state consultant for a limited period of time
 - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
 - Allowed charges to be identified as other direct costs
- e. IT/ Phone/Internal Delivery Charges/Normal Postage/ Miscellaneous/Other Administrative Charges
- Include in firm's audited multiplier
- f. Relocation, second domicile or subsistence expenses
- Negotiable on a case by case basis
- g. Reproduction Costs
- Bill as other direct costs if not in audited multiplier
- h. All other direct costs will be detailed in the contract billing
5. Unallowable Costs
- a. Bonus
- Not allowed as a direct charge or in the multiplier
- b. Entertainment Costs
- c. Marketing Costs
- Only as allowed in audited multipliers
- d. Non-identifiable Costs
- e. Donations
- Only as allowed in audited multipliers
- f. Mark-up on sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

F. INVOICING

CONSULTANT will submit invoices monthly, at the Monthly Progress Meeting, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. (Acceptance of the invoice at this meeting is not mandatory. The Project Manager may delay approval for up to five (5) work days to review the Progress Report and invoice.). The invoice will tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be

complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.



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DRAFT - FEE PROPOSAL FOR OLD COURTHOUSE TENANT IMPROVEMENT

Revised September 23, 2016

Construction Budget = \$9,695,138M + Exhibits + FFE	Architecture \$ 3,500,000 PFM+AZD	ADA \$ 1,261,216 PFM	Structural (in Arch.) MWG	Electrical \$ 2,045,508 Monrad	HVAC \$ 2,271,937 KC Mech	Plumbing \$ 352,410 KC Mech	Fire \$ 264,067 KC Mech	Acoustical (in Arch.) Mahoney	Estimating \$D,DD,50+90C Compusult	Totals \$ 9,695,138	Exhibit* \$ 1,800,000 RAA+AZD	FFE** \$ 800,000 AZDesigns
Existing Conditions Survey	\$ 9,400	\$ 3,262	\$ 1,000					\$ 2,500		\$ 16,162		
Programming + Exhibit Concept Design	\$ 22,400	\$ 4,517	\$ 1,500	\$ 2,545				\$ 2,500		\$ 33,462	\$ 52,000	
Historic Preservation Coordination	\$ 13,697	\$ 2,604								\$ 16,301	-	
Schematic Design	\$ 55,295	\$ 11,447	\$ 3,500	\$ 22,905	\$ 9,150	\$ 4,950	\$ 375	\$ 6,800	\$ 3,950	\$ 118,372	\$ 52,000	\$ 8,000
Design Development	\$ 62,259	\$ 21,070	\$ 6,500	\$ 38,175	\$ 15,250	\$ 8,250	\$ 625	\$ 10,550	\$ 5,150	\$ 167,829	\$ 57,200	\$ 12,000
Construction Docs + Exhibit Final Design	\$ 146,250	\$ 28,084	\$ 12,500	\$ 63,625	\$ 27,450	\$ 14,850	\$ 1,125	\$ 13,500	\$ 18,900	\$ 326,284	\$ 70,200	\$ 12,000
Permitting	\$ 6,240	\$ 2,242	\$ 500	\$ 1,875						\$ 10,857		
Bidding	\$ 8,464	\$ 3,050	\$ 500	\$ 1,875						\$ 13,889	\$ 2,600	\$ 2,000
Services During Construction	\$ 128,640	\$ 35,459	\$ 8,000	\$ 32,750	\$ 9,150	\$ 4,950	\$ 375	\$ 2,100		\$ 221,424	\$ 26,000	\$ 6,000
Special Inspection			\$ 9,000							\$ 9,000		
Record Drawings	\$ 5,240	\$ 1,253								\$ 6,493		
10% Des. Contingency	\$ 94,000									\$ 94,000		
	\$ 551,885	\$ 112,988	\$ 43,000	\$ 163,750	\$ 61,000	\$ 33,000	\$ 2,500	\$ 37,950	\$ 28,000	\$ 1,034,073	\$ 260,000	\$ 40,000

*The \$1.8 M exhibit budget is based on the balance of the \$11.5 M project budget minus the assessment-known cost of A & E improvements. For 25,000 SF, it is less than \$50/SF and very much below any quality exhibit installation. The quality exhibit fabrication can run as high as \$300-\$400 per square foot of exhibit area developed. The exhibit budget will depend on how much square footage of the 25,000 SF 1st floor will have this intense development, how much content development is part of the scope, and what is the expected quality. At this moment, without additional discussions with the client, we do not know the resolution of any of these variables. This budget/fee should be seen as a place-holder subject to further discussion. Consultant fees for interpretive exhibits range from 15% to 20%, depending on the amount of content development and content coordination.

**The RFQ and budget exclude furnishings and equipment (FFE). We have added an Optional fee for this budget and services. It is unclear how much new and existing furniture will be used. Re-use of furnishings (inventorying, evaluation, programming, design) carries approximately the same fee as spec'ing and ordering new FFE. For now we have assumed a budget VALUE (existing or new FFE) with a full-service fee associated with that budget.

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**FINANCIAL STATEMENT FOLLOWING GAAP & FAR PART 31 (unaudited)
Overhead Rate Calculation
1 January - 31 December 2015**

		<u>Totals</u>
Direct Labor (Billable Base)	\$ 354,275	\$ 354,275 A
Fringe Benefits (technical)	<i>Combined with Gen & Admin expenses</i>	
General & Administrative Expenses		
Indirect Salaries	\$ 117,588	
Payroll Taxes	\$ 29,033	<i>Gross salary x .0765</i>
Group Insurance	\$ -	<i>in "Insurance Expense"</i>
Workers Compensation	\$ 348	
Bonus	\$ 1,100	
Retirement/Pension	\$ 7,085	
Long-Term Disability	-	
Total G & A Exp		\$ 155,154 B
Other General & Administrative Expenses		
Office Rent	\$ 32,050	<i>includes utilities</i>
Equipment Rental /Lease	\$ 11,185	
Depreciation	-	
Repairs & Maintenance	-	
Computer Consulting	\$ 7,728	
Supplies	\$ 15,136	
Reproduction	-	<i>included in supplies</i>
Travel & Related	\$ 5,042	
Relocation Expense	\$ -	
Communication (Phone/Internet)	\$ 6,776	
Professional Dues	\$ 695	
Subscriptions, Books, Publicity	-	
Legal/Accounting	\$ 1,130	
Consultant Services	\$ 199,030	
Insurance Expense	\$ 63,726	
State Income Tax	\$ 50	
Postage & Delivery	\$ 420	
Office Expense	\$ 3,760	
Recruiting	\$ -	
Total Other G & A Exp		\$ 346,728 C
Labor Overhead Rate		142% (B+C)/A
Multiplier (overhead combined with 10% profit)		2.662

PROPOSED PFM FEE DETAIL: OLD COURTHOUSE TENANT IMPROVEMENT

Project Tasks Arch + ADA	PFM Staff Description	PFM Staff Direct Rate	142%+10% Rate+OH+P	PFM Hours	Billable PFM Cost	Task Total
Existing Conditions Survey	Principal	\$ 47.65	\$ 126.84	40	\$ 5,074	
	Architect	\$ 25.85	\$ 68.81	64	\$ 4,404	
	Draftsperson	\$ 16.75	\$ 44.59	64	\$ 2,854	
	Clerical	\$ 15.50	\$ 41.26	8	\$ 330	\$ 12,662
Programming Program Verification	Principal	\$ 47.65	\$ 126.84	128	\$ 16,236	
	Architect	\$ 25.85	\$ 68.81	128	\$ 8,808	
	Draftsperson	\$ 16.75	\$ 44.59	42	\$ 1,873	
	Clerical	\$ 15.50	\$ 41.26	0	\$ -	\$ 26,917
Historic Preservation Coordination	Principal	\$ 47.65	\$ 126.84	96	\$ 12,177	
	Architect	\$ 25.85	\$ 68.81	32	\$ 2,202	
	Draftsperson	\$ 16.75	\$ 44.59	32	\$ 1,427	
	Clerical	\$ 15.50	\$ 41.26	12	\$ 495	\$ 16,301
Schematic Design	Principal	\$ 47.65	\$ 126.84	240	\$ 30,443	
	Architect	\$ 25.85	\$ 68.81	360	\$ 24,773	
	Draftsperson	\$ 16.75	\$ 44.59	240	\$ 10,701	
	Clerical	\$ 15.50	\$ 41.26	20	\$ 825	\$ 66,742
Design Development Development	Principal	\$ 47.65	\$ 126.84	220	\$ 27,906	
	Architect	\$ 25.85	\$ 68.81	480	\$ 33,030	
	Draftsperson	\$ 16.75	\$ 44.59	480	\$ 21,402	
	Clerical	\$ 15.50	\$ 41.26	24	\$ 990	\$ 83,329
Construction Documents	Principal	\$ 47.65	\$ 126.84	640	\$ 81,180	
	Architect	\$ 25.85	\$ 68.81	820	\$ 56,426	
	Draftsperson	\$ 16.75	\$ 44.59	820	\$ 36,563	
	Clerical	\$ 15.50	\$ 41.26	4	\$ 165	\$ 174,334
Permitting	Principal	\$ 47.65	\$ 126.84	30	\$ 3,805	
	Architect	\$ 25.85	\$ 68.81	48	\$ 3,303	
	Draftsperson	\$ 16.75	\$ 44.59	16	\$ 713	
	Clerical	\$ 15.50	\$ 41.26	16	\$ 660	\$ 8,482
Bidding	Principal	\$ 47.65	\$ 126.84	32	\$ 4,059	
	Architect	\$ 25.85	\$ 68.81	64	\$ 4,404	
	Draftsperson	\$ 16.75	\$ 44.59	24	\$ 1,070	
	Clerical	\$ 15.50	\$ 41.26	48	\$ 1,981	\$ 11,514
Services During Construction	Principal	\$ 47.65	\$ 126.84	540	\$ 68,496	
	Architect	\$ 25.85	\$ 68.81	1040	\$ 71,565	
	Draftsperson	\$ 16.75	\$ 44.59	280	\$ 12,485	
	Clerical	\$ 15.50	\$ 41.26	280	\$ 11,553	\$ 164,099
Record Drawings	Principal	\$ 47.65	\$ 126.84	12	\$ 1,522	
	Architect	\$ 25.85	\$ 68.81	18	\$ 1,239	
	Draftsperson	\$ 16.75	\$ 44.59	80	\$ 3,567	
	Clerical	\$ 15.50	\$ 41.26	4	\$ 165	\$ 6,493
				7526	\$ 570,873	\$ 570,873

Job Title	Note	Hours (2 years)
Principal	Time divided between 2 principals	1978
Architect	One person	3054
Draftsperson	One person	2078
Clerical	One person	416

7526

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September 23, 2016

PROFESSIONAL RATES
PIMA COUNTY ARCHITECTURAL SERVICES

Pima County Procurement Department, Design & Construction Division

CONTRACT: Old Courthouse Tennant Improvement

PREPARED BY: Jon Mirto

PRIME CONTRACTOR: Poster Frost Mirto, Inc.

PFA PROJECT NUMBER: 1338

Performed By	Actual Hourly Rate	Calculated Billing Rate OH = 142% Profit = 10%
Project Principal	\$ 47.65	\$ 126.84
Project Architect	\$ 25.85	\$ 68.81
Draftsperson 1	\$ 16.75	\$ 44.59
Clerical	\$ 15.50	\$ 41.26

September 9, 2016

Mr. Corky Poster
Poster Frost Mirto Inc.
317 North Court Avenue
Tucson, AZ 85701

Re: Pima County Old Courthouse
Tenant Improvement
MWG #16040.00

Dear Corky:

We are pleased to submit a proposal to provide structural engineering services for the tenant improvements to the Pima County Courthouse. Our understanding of the project scope and details of services we propose to provide are as follows:

1. Scope:

- a. Special floor loadings for new tenant spaces, mechanical equipment and localized areas of special load concentrations.
- b. Reinforcement for new floor and wall openings and penetrations.
- c. ADA accessibility modifications affecting structure.
- d. New elevator installation that may require modifications to existing pit and guide rails.
- e. Incorporation of new concrete shear wall installation details previously designed in Ph. I improvements.
- f. Miscellaneous repairs that will arise as mechanical, electrical, fire sprinkler and life safety improvements develop during design.
- g. Project deliver is design-bid-build.
- h. Estimated Construction budget is \$11.5 million.
- i. Schedule: Design – 8 months
Bidding & Permits – 3 months
Construction – 10 months

2. Pre- Design Services:

- a. Perform site visit to observe existing conditions.
- b. Document existing conditions that are in need of repair or structurally pose life safety concerns.

- c. During programming, assess special floor loadings associated with the functional needs of the new spaces.

3. Design Services:

a. Schematic Design:

- 1. Provide schematic drawings and outline specifications for structurally related work.
- 2. Review cost estimate information provided by others.
- 3. Respond to review comments and questions.

b. Design Development:

- 1. Further develop structural plans and details.
- 2. Coordinate with Architectural and infrastructure disciplines.
- 3. Review cost estimate information provided by others.
- 4. Respond to review comments and questions.

c. Construction Documents:

- 1. Provide document drawings and specification submittals at 50%, 90% and 100%.
- 2. Provide final structural calculations.
- 3. Review cost estimate information provided by others.
- 4. Respond to review comments and questions.

d. Bidding & Permitting:

- 1. Respond to pre-bid questions.
- 2. Prepare Addenda documents, if necessary.
- 3. Respond to plan review comments during permitting.

e. Construction Phase:

- 1. Review shop drawings and material submittals.
- 2. Respond to RFI's.
- 3. Provide up to four site visits during construction to confirm work is proceeding in general conformance with construction documents.
- 4. Prepare a record drawing package from contractor provided markups.

4. Fees:

a.	Pre-Design	\$ 2,500.00
	Schematic Design	\$ 3,500.00
	Design Development	\$ 6,500.00
	Construction Documents	\$12,500.00
	Bidding/Permitting	\$ 1,000.00
	Construction Administration	<u>\$ 2,000.00</u>
	Lump Sum Fee:	\$34,000.00

- b. Our services will be billed monthly and are due and payable within 7 days after receipt of payment by your client for work performed for which payment has been made. Non-payment could result in actions pursuant to ARS statute 32-128 C 5.

5. **Additional Services:**

a. The following services are not included in Design and Construction Phase Services. Martin, White & Griffis shall be additionally compensated for work hereunder when such services are authorized by the Architect on an hourly basis as outlined below.

1. Structural Special Inspections which are required by the Building Code are included in the basic services herein.
2. Any changes to plans and specifications concerning any portion of the structural systems after approval of the owner have been obtained.
3. Work resulting from corrections, revisions or substitutions required because of errors or omissions in construction by the building contractor.
4. Preparation construction cost estimates.
5. Formal value engineering studies.
6. Site visits in addition to those listed in this proposal.
7. Structural design, detailing and/or drafting services in connection with any other improvements to the structure other than as outlined in this proposal.

b. Fee for additional services will be on an hourly basis at the billing rates as follows:

Senior Structural Engineer:	\$150.00 / hour
Structural Engineer:	\$125.00 / hour
CAD:	\$90.00 / hour
Inspector:	\$100.00 / hour
Clerical:	\$60.00 / hour

6. **Delays:** Should the project be terminated or have an extended delay at any time, the payment of fee shall be a proportional fee for services performed to termination date or date of delay.

If, for any reason, the project design is completed but no contract awarded the fee basis shall be proportional for the services performed.

7. **Termination of Agreement:** This agreement is terminated if and when the agreement between the Owner and Architect is terminated. The engineer shall be promptly notified of the termination. It also may be terminated by either party upon seven day's written notice should the other party fail substantially to perform in accordance with its terms through no fault of others than the engineer, the engineer shall be paid for services performed to termination date, including reimbursements then due.

Thank you for the opportunity of submitting this proposal. If you find it satisfactory, please indicate so by signing and returning one copy, so that we will be able to proceed with the work.

Sincerely,



Warren L. White, PE
Principal

WLW: mjo

Agreed To:

Poster Frost Mirto, Inc.

Date

September 21, 2016

Mr. Jon Mirto
Poster Frost Mirto Inc.
317 North Court Avenue
Tucson, AZ 85701

Re: Pima County Courthouse
Special Inspections – Phase II
MWG #16045.00

Dear Jon:

Martin, White & Griffis, Inc. (MWG) is pleased to provide your office with the following proposal to provide special structural inspections as required by Chapter 17 of the 2012 IBC and as amended by Pima County.

A. General:

Items requiring special inspection are listed on sheets S0.02 of the drawings completed by our office. A number of the special inspections require testing and are to be provided by a testing laboratory which we have excluded from our scope. The services listed below are to be provided under the direct supervision of a Registered Structural Engineer and will be provided by Martin, White & Griffis, Inc.

B. Structural Special Inspection Services by Martin, White & Griffis, Inc.:

1. Services will include visits for observation of construction as outlined below, responses to questions both while in the field and telephone questions to our office and coordination with and reports of visits.
2. Visits will not be continuous but will be at intervals appropriate to the stage of construction and will be to observe and attempt to remain generally familiar with the progress of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. These visits will in no way imply responsibility for the performance of the contractors or for their errors or omissions, or determining how the work is to be performed, or dealing with any matters of safety, superintending of the work in any aspect of performing the work.

4. Special Structural Inspections will include:

- a. Concrete Construction:
 - 1. Concrete mix verification (along with testing agency).
 - 2. Observations of reinforcing prior to concrete pour.
 - 3. Continuous observations of the placing of concrete shown on structural drawings.
 - 4. Observation of bolts and dowels in concrete.
- b. Post installed anchors and expansion anchors.
 - 1. Verification of adhesive materials.
 - 2. Observation of the installation of the adhesive anchor and dowels.
 - 3. Verification of expansion anchor materials.
 - 4. Observation of the installation of the expansion anchor and torque measured by Contractor.

C. **Excluded from Special Structural Inspections provided by Martin, White & Griffis, Inc.:**

- 1. Sampling and testing of concrete.
- 2. Special structural inspections for masonry, structural steel and FRP strengthening are excluded at this time.

D. **Fee Estimate and Payments:**

- 1. Our estimate of field visits, reports, and discussions is:
 - a. Concrete Construction:
38 hours x \$105.00 \$ 3,990.00
 - b. Post Installed Adhesive Anchors and Dowels:
42 hours x \$105.00 \$ 4,410.00
 - e. Senior Engineer Overview and Final Report
4 hours x \$150.00 \$ 600.00
 - Total Fee Estimate: \$ 9,000.00

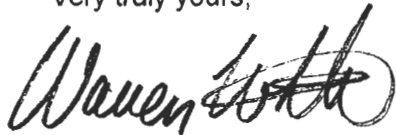
Mr. Jon Mirto
September 21, 2016
MWG #: 16045.00
Page 3

As you are aware, it is not possible to determine precisely the number of visits or effort required we cannot control the contractor's scheduling, production and the subsequent calls for Special Inspection. We will keep you apprised of the status on our monthly billings. Should it be necessary to increase the indicated estimated fee, we will advise you in advance to obtain your approval before continuing with the work. Travel time and mileage are included in the fee.

2. All services will be billed monthly and are payable upon your receipt of our invoice.

Thank you for the opportunity of submitting this proposal and please call if there are any questions.

Very truly yours,



Warren White, P.E.
Principal

WLW:mjo

Agreed To:

Poster Frost Mirto, Inc.

 **MONRAD**
ENGINEERING
CONSULTING ELECTRICAL ENGINEERS

1926 East Ft. Lowell Road, Suite 200
Tucson, Arizona 85719-2391
(520) 884-0045 Voice
(520) 884-0048 Fax



Principals:

Fernando Galvez, P.E., RCDD, CTM
Joseph F. Smith, P.E.
Christian K. Monrad, P.E., LEED® AP

Lawrence E. Monrad, P.E., Emeritus

20 September 2016

Poster Frost Mirto, Inc.
317 North Court Avenue
Tucson AZ 85701

Attention: Mr. Corky Poster

Subject: Pima County Old Courthouse Tenant Improvements

Dear Corky,

Thank you for selecting Monrad Engineering, Inc. as your consulting electrical engineers for the subject project which consists of the facilities indicated in the project materials received and as discussed to date. We understand that the current electrical / telecom Division 26, 27, and 28 construction cost estimate is approximately \$2 million dollars.

The following Scope of Work and Fee Proposal are presented for your review and approval.

SCOPE OF WORK

1. Field verify and coordinate new power and telecom utilities to PCFM central facilities from garage level limits of building footprint. Utilities beyond building footprint are not presently included in the cost estimate nor our fee proposal, but may be addressed via amendment once all PCFM requirements have been determined.
2. Provide electrical engineering for the new power, lighting, mass notification, and fire alarm systems; provide guidance to the design team for interior lighting, exterior lighting, daylighting strategies, and lighting controls integration specifications per IECC 2012 requirements. Design elements shall be of a high performance / energy efficient nature and conform with the City of Tucson / Pima County Outdoor Lighting Code.
3. Provide design and documentation for rough-in, racks, patch panels, horizontal cabling and jacks for POE audio-visual systems, video surveillance, access control, and wired & wireless telecommunications systems. Network hardware and point-of-use equipment specifications and design efforts for these systems are not included. We will coordinate our work with design team specialty exhibit consultants and/or preferred PCFM audio-visual, telecom, and paging system vendors per typical PCFM procurement practices.
4. Prepare AutoCAD electrical drawings and specifications for the systems indicated in items 1, 2, and 3. We will contribute to the REVIT model via lighting fixture placements and modeling of major equipment, conduit racks, cable tray, and individual overhead conduits of 2 inches and larger.
5. Attend local Tucson meetings with the design, tenant, and ownership team to obtain and define specific electrical systems and special systems criteria.
6. PV system design is excluded.

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PROFESSIONALLY MANAGED.
PROVEN EXCELLENCE.**

**ACEC**
MEMBER

7. Provide specialty lighting and control system design services in concert with input from specialty exhibit and acoustical subconsultants, including modeling and simple renderings.
8. Assist during the bidding/permitting phase.
9. Review shop drawings for the electrical and special systems.
10. Perform (12) site visits during construction, (2) punchlist reviews, and prepare reports of our observations.
11. Respond to RFI's/RFC's during construction and issue clarifications; prepare digital as-built drawings.

FEE PROPOSAL - BASIC SERVICES (Lump Sum)

Monrad Engineering, Inc. proposes to perform the above Scope of Services for the following fees, utilizing industry standard proration of fees by milestone phase:

Programming, Schematic Design, Design Development, and Construction Documents Phase	\$ 127,250
Bidding/Permitting Phase	3,750
Construction Administration/Closeout Phase	<u>32,750</u>
 Total Proposed Basic Services Fee	 \$ 163,750

ADDITIONAL SERVICES

Additional services such as major revisions, offsite utilities, renewable energy facilities, special studies, etc. shall be performed as requested. Additional services shall be performed only upon proper authorization and based on the following hourly rate:

Principal Engineer	\$195 / Hour
Senior Designer	\$105 / Hour
CAD Technician	\$ 95 / Hour
Clerical	\$ 75 / Hour

PAYMENT SCHEDULE

Monrad Engineering, Inc. will invoice monthly for services rendered and expenses incurred with payment due upon receipt of payment from client.

We are amenable to an AIA standard contract and will provide insurance certificates upon request.

Very truly yours,
MONRAD ENGINEERING, INC.

Christian K. Monrad, P.E., LEED AP

**BROAD VISION.
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PROVEN EXCELLENCE.**



KC MECHANICAL ENGINEERING, L.L.C.

September 12, 2016

Mr. Jon Mirto, AIA
Poster Frost Mirto, Inc.
317 N. Court Avenue
Tucson, Arizona, 85701

RE: Pima County Old Courthouse Renovation

Dear Jon,

Thank you for requesting a professional fee proposal from KC Mechanical Engineering for the above referenced project. Our scope of services shall include the Engineering, Design, Drafting, Specifications, and Construction Administration for the mechanical and plumbing systems on this \$11.5 million project as described in the RFP. Since there is no floor plan developed, we will base our proposal on a mechanical (HVAC, plumbing, fire sprinklers) construction budget of approximately \$2.3 million. This proposal is based on the following:

1. Field verification of existing conditions as required.
2. Mechanical design using the existing central plant. Air handlers will be provided with chilled and heating water as required. Design may consist of a mixture of displacement type systems and VAV systems.
3. Plumbing design to meet the new requirements of the building and the tenants.
4. Fire sprinkler design criteria only.
5. Records Drawings will be provided based on contractor's redlines.
6. Construction Administration services include responding to contractor's RFIs, review of equipment and material shop drawing submittals, and site observation visits/reports.

We are proposing a lump sum fee distributed as follows:

MECHANICAL:

Schematic Design	\$ 9,150.00
Design Development	\$ 15,250.00
Construction Documents	\$ 27,450.00
<u>Construction Administration</u>	<u>\$ 9,150.00</u>
Total Professional Fee (Mechanical)	\$ 61,000.00

PLUMBING:

Schematic Design	\$ 4,950.00
Design Development	\$ 8,250.00

Construction Documents	\$14,850.00
Construction Administration	\$ 4,950.00
<u>Total Professional Fee (Plumbing)</u>	<u>\$33,000.00</u>

FIRE SPRINKLERS (CRITERIA ONLY):

Schematic Design	\$ 375.00
Design Development	\$ 625.00
Construction Documents	\$ 1,125.00
Construction Administration	\$ 375.00
<u>Total Professional Fee (Fire Sprinklers)</u>	<u>\$ 2,500.00</u>

Total Professional Fee (All Disciplines) \$96,500.00

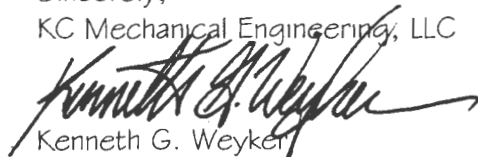
The following services are excluded and can be provided, if requested, as an additional service:

- A. Mechanical design for any other type of system than listed above.
- B. Utility design beyond 5 ft from the building.
- C. Solar hot water or rain water harvesting design.
- D. Water booster pump, sewer lift pump, or fire pump design.
- E. Fire sprinkler hydrant flow test, hydraulic calculations, and piping/head layout.
- F. LEED or Green Globes Certification or assistance for TEP rebates.
- G. Energy model to estimate energy use and life cycle cost estimates.
- H. Construction cost estimates.
- I. Commissioning of the mechanical and plumbing systems. (1)

If this proposal is acceptable, please sign and return a copy of the attached contract to our office or provide an AIA Agreement. We look forward to working with your office on this project.

Sincerely,

KC Mechanical Engineering, LLC



Kenneth G. Weyker
Vice President

(1) Note that commissioning may be required by the 2012 International Energy Conservation Code but can, if necessary, be specified to be completed by the General Contractor as part of Construction.

KC Mechanical Engineering LLC

September 12, 2016

Fixed Fee Contracts – Schedule of Fees and Conditions

A. FEES AND PAYMENT

1. The fee for services will be based on the fee proposal attached with this contract between KC Mechanical Engineering and client. Additional services will be based on certified billing rates as follows:

Principal Engineer	\$160.00/hr
Project Designer	\$120.00/hr
Designer	\$90.00/hr
Clerical	\$40.00/hr

Non-salary expenses directly attributable to the project will be charged at actual cost plus 15 percent service charge. They include:

- (a) living and traveling expenses of employees when away from home office on business connected with the project.
 - (b) identifiable communication expenses
 - (c) identifiable drafting and stenographic supplies and expenses
 - (d) identifiable reproduction costs applicable to the work.
2. The fee for Outside Services will be actual cost plus 15 percent of the actual cost to cover overhead and administration.
3. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month provided agreed upon milestones are met.
4. If payment is not received within 30 days of submitting invoice, all work will stop until payment has been received.
5. Client agrees to be financially responsible for all engineering services. If it becomes necessary to take action to collect any amount due, the prevailing party shall be entitled to recover collection costs, attorney's fee, court costs, and the value of time lost by the Engineer and any of his employees in preparation for or participation in any collection action.

B. COMMENCEMENT OF WORK

The work will be scheduled immediately upon receipt of notice to proceed and commence as the schedule permits. If after commencement of work, the project is delayed for any reason beyond the control of KC Mechanical Engineering for more than mutually agreed upon time, the terms and conditions contained herein are subject to revision.

C. MISCELLANEOUS PROVISIONS

1. **BOOKS OF ACCOUNT** – KC Mechanical Engineering will maintain books and accounts of payroll costs, travel, subsistence, field and incidental expenses. Said books will be available at all reasonable times for examination by the client at the Corporate office of KC Mechanical Engineering.

C. MISCELLANEOUS PROVISIONS (continued)

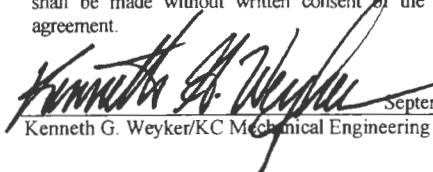
2. INSURANCE

- (a) KC Mechanical Engineering will maintain insurance to protect the client from claims under Worker's Compensation Laws and from General Liability claims for bodily injury, or death, or property damage which may arise from the negligent performance by its employees in the functions and services required under this agreement.
- (b) KC Mechanical Engineering's client agrees that the total aggregate of KC Mechanical Engineering's professional liability to all parties related to this agreement shall not exceed the total amount of KC Mechanical Engineering's fee.
- (c) KC Mechanical Engineering will maintain professional liability insurance in the amount of \$1,000,000/\$1,000,000 to protect the client from claims under this agreement.

3. **DOCUMENTS** - All tracings, survey notes, and other original documents as instruments of services are and shall remain the property of KC Mechanical Engineering until all invoices have been paid, except where by law or precedent these documents become public property. Upon completion of the project and payment of all invoices, all such material shall be transferred to the client.

4. **TERMINATION OR ABANDONMENT** - If any portion of the work is terminated or abandoned by the client then the provisions of his Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on KC Mechanical Engineering's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse KC Mechanical Engineering for termination costs.

5. **SUCCESSORS AND ASSIGNS** - All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of the contract shall be made without written consent of the parties to the agreement.


September 12, 2016
Kenneth G. Weyker/KC Mechanical Engineering Date

Jon Mirto/Poster Frost Mirto, Inc Date

Project Name/Fees
Pima County Old Courthouse Renovation
Fee:
\$96,500.00

Robert F. Mahoney
& ASSOCIATES

Consultants to Architectural Firms 310 Balsam Avenue, Boulder, CO 80304 303-443-2213 Fax 303-443-6989



September 8, 2016

Mr. Corky Poster
Poster Frost Mirto

Outline Scope of Services and Estimated Fee
Old Pima County Courthouse Renovation

Dear Corky,

Congratulations again on netting such a prize! I'm delighted at the prospect of another chance to work with you and your crew on this.

This is necessarily condensed statement of services – we can flesh out further details and administrative technicalities when time permits. For now I've assumed such matters will follow customary practices without unusual conditions.

Basic Scope of Services

The acoustical consulting services will consist of:

- Room Acoustics
- Sound Isolation from interior and exterior sources, as well as between and among various visitor stations in the public access/display portion of the building.
- HVAC Noise Control

Exclusions:

- No audio/visual or other electronic systems are part of this scope. (Coordination and collaboration with the designers of those systems is to be expected, but I will not be providing any specific systems design.)

Services by Phase

Familiarization/Program Verification

This phase will be an opportunity to gain a thorough understanding of the unique issues presented by this renovation of a historic structure and to learn the specific objectives of the proposed new uses. It will also be a chance to offer creative input drawing upon the most recent practices in the acoustical design of spaces for public presentations and similar uses.

Schematic Design

We will provide you with the acoustical performance standards that we think appropriate for the various activities in the space. These will cover such items as performance standards for room acoustics (reverberation time and other metrics), sound isolation standards (STC, NIC, IIC, etc.) and permissible levels of intrusive noise from building systems (RC).

Mr. Corky Poster

September 8, 2016

Poster Frost Mirto

Proposal for Acoustical Services – Old Pima County Courthouse Renovation



Along with these metrics you will get typical assemblies that can provide the recommended performance, the nature and general extent of acoustical materials and a detailed Acoustical Design Guideline for the use of your consulting engineers who are responsible for MEP design. With this information you and the Design Team can evaluate cost/benefit ratios for the various solutions and together we can make whatever general performance/budget adjustments are appropriate at this stage.

We will contribute details suitable for cost modeling at the SD level

Design Development

Once an SD design is approved, I will elaborate on the information provided and review alternative systems or assemblies you may propose or that are necessitated by this being a renovation project. Coordination with all the members of your Design Team will be done as they develop their systems in order to contribute creatively to the problems that must be solved.

A thorough acoustical review of DD progress documents will be done and a critique sent to you for your use and distribution to the team.

Time for up to two trips to Tucson during either of these design phases is part of the Basic services.

Construction Documents

We will work with you in developing the construction documents to the customary level of detail and to provide sketches to address specific conditions that a more detailed design process reveals.

At the 50% and 95% completion stages of the documents you will get another detailed review and critique of the acoustical aspects of the project. The acoustical information should be reflected in the detailed architectural and MEP and A/V documents; we don't anticipate any stand-alone acoustical documentation.

Bidding and Negotiation

We will be available to consider alternates and substitutions that may be proposed by the project's bidders.

Contract Administration

Ongoing review of relevant shop drawings and materials submittals for general conformance to the acoustical design intent of the Contract Documents will be provided in a timely way.

Up to one trip to the project site are allowed for as part of Basic Services. You will get a detailed Site Observation Report that addresses acoustically relevant conditions that were observed and recommendations for any remedial work that may be indicated.

Mr. Corky Poster
Poster Frost Mirto

September 8, 2016

Proposal for Acoustical Services – Old Pima County Courthouse Renovation



Checkout and Commissioning

Upon substantial completion and written notice from the GC that the project is ready for a punch list visit, one final trip to the project site will be provided and appropriate documentation will be sent to you.

Additional Services

Additional services not covered by this contract include but are not limited to:

- More than two days of a supervisory consultant's time to participate in value engineering or cost reduction work;
- Site noise surveys or services in relation to community noise concerns;
- Trips in excess of those enumerated above;
- Services required to correct or mitigate deviations from the requirements of the Contract Documents;
- Services in connection with litigation or arbitration.

Fees and Expenses

The Basic Services described above will be provided for a fixed fee of \$37,950.00.

The fees will be billed monthly and pro-rated according to the degree of completion of each project phase at the time the invoice is prepared. The fee will be distributed as shown:

<u>Phase</u>	<u>Fee</u>
Investigation	
Programming	
Schematic Design	
Design Development	See Note
Contract Documents	
Construction Administration	
Commissioning and Checkout	

NOTE: The breakdown and fee allocation for each of these phases may be adjusted as you see fit to correspond to the conditions of your contract with the Owner.



Additional Services will be performed only when authorized in advance; they will be billed in addition to the fixed fee at the hourly rates listed below.

<u>Personnel Category</u>	<u>Hourly Rate (\$ per hour)</u>
Principal Consultants	250
Senior Associates	150
Technical Staff	75
Drafting and Clerical	55

Note that reproduction costs will be billed as a reimbursable expense only as allowed under Exhibit A, Paragraph B, Item 1 of the Solicitation.

Direct expenses such as travel, subsistence, expedited delivery ~~and the reproduction of electronic drawing files necessary to execute the design and review services described~~ will be billed at cost in addition to fees. Expenses associated with the collection of past due invoices, including reasonable attorney's fees, will be treated as reimbursable expense. Invoices are due upon receipt I reserve the right to stop work if invoices remain unpaid for more than 30 days after the date on which you receive payment from the Owner. The amount of such past due invoices is subject to an interest charge of 1.5% per month.

Limitation of Liability

Neither Robert F Mahoney and Associates, its consultants, agents nor employees shall be jointly, severally or individually liable to the Client, Owner other persons or entities involved in this Project or any other persons or entities for any sums, liabilities or claims in amount exceeding the lesser of the compensation to be received or actually received pursuant to this Agreement by reason of any act or omission, including but not limited to breach of contract or negligence not amounting to a willful or intentional wrong.

Project Termination or Suspension

If the project is suspended or terminated written notice will be required in order to stop work on the project. A final invoice will then be prepared to cover all expenses and fees incurred up to the time the written notice was received; this final invoice will be payable on receipt. If work on the project ceases for twelve months or more, the project will be considered terminated, even without formal notification.

Other Conditions

This proposal relies on the sketches and description of the project you provided based on your current understanding. The proposal is valid for six months from the date of its preparation. If the scope, schedule, site or budget of the project changes significantly, this proposal will be subject to renegotiation and an equitable adjustment of the fee.

Mr. Corky Poster

September 8, 2016

Poster Frost Mirto

Proposal for Acoustical Services – Old Pima County Courthouse Renovation



Thank you again for the chance to work with you. If this proposal is acceptable, please sign and return one copy to me.

Sincerely,

Robert F. Mahoney

Compusult

Construction Cost Consulting
5927 East Pima Street
Tucson, Arizona 85712
520•882•4044 voice
520•323•0544 fax

PROJECT QUOTE

Date: September 20, 2016

Firm's Name: Poster Frost Mirto, Inc.
317 North Court Ave.
Tucson, Arizona 85701

Project: Historic Pima County Courthouse TI
Tucson, Arizona

Amount of Quote: SD Estimate - \$3,950.
DD Estimate - \$5,150.
50% CD Estimate - \$5,900.
90% CD Estimate - \$7,300.
100% CD Estimate - \$5,700.

Comments: Compusult will provide estimates at the design levels listed above in standard Compusult format. Costs associated with asbestos abatement, exhibits or museum display specialty lighting or IT will be provided by others and incorporated into complete estimates. Compusult excludes reconciliation with a CM or GC. Additional cost estimating services will be provided on written approval by Poster Frost Mirto and billed at \$100/hr.

Ralph Appelbaum Associates (RAA)

RAA CONTENT DEVELOPMENT AND DESIGN PROCESS

Standard process with project specific notes.

RAA DESIGN PROCESS

RAA's design process has five distinct phases; phases end with RAA issuing a deliverable for approval. The first four phases are Concept Design, Schematic Design, Design Development, and Final Design, and they culminate with the delivery of a package of Exhibit Design Control Drawings and Specifications that document the design and guide the bid and fabrication phases. The fifth and final phase is Fabrication and Installation. An abbreviated summary of anticipated tasks relative to these work phases is described in this document. RAA will provide cost estimates of exhibit scope at key milestones.

Ralph Appelbaum Associates (RAA)

CONCEPT DESIGN PHASE

This phase involves close collaboration with the Pima County Courthouse tenants (PCC) to establish and measure the project's overarching goals and aspirations, and to describe a signature vision for the project. RAA coordinates and organizes meetings and research sessions that facilitate interactions among the participants in this phase, who may include content specialists, community and advisory groups, and outside researchers. We will build on the work of the site and building designs while developing concepts for the visitor experience.

IN THIS PHASE RAA WILL:

- Collaborate with the Architect to coordinate design strategies and integrate the interpretive vision with the architectural program
 - Work together with the PCC and other content providers to conduct initial surveys of intellectual properties, identifying potential sources for information, images, collections, and artifacts
 - Visit with the PCC relevant institutions and other sites of interest
 - Define the educational strategies that will guide the design efforts by establishing educational goals for each area
 - Develop preliminary ideas for graphic identity while developing an image research list that the PCC will use to identify image resources and availability
 - Explore alternatives to integrate technology and develop an overall A/V strategy to meet learning, interpretive, and budgetary goals
 - Analyze budget and review overall project schedule
 - Prepare a Concept Report that summarizes the work accomplished during this phase, including an outline of exhibit themes, story lines, and narrative walkthroughs with visual renderings, and submit it for review and approval by the PCC and others
- * Typically client / owner provides research, script, and images
 - * RAA will provide cost estimates of exhibit scope at key milestones.
 - * Full service lighting design not included by RAA (Monrad to provide exhibition lighting).
 - * RAA to provide lighting design where integral with exhibit furniture.

Ralph Appelbaum Associates (RAA)

SCHEMATIC DESIGN PHASE

This phase explores the exhibit design to obtain visual impact and interpretive clarity. RAA prepares plans, sections, elevations, and visual renderings of all exhibit areas on base drawings provided by the project architect. RAA studies all spatial adjacencies to enhance the visitor experience. RAA initiates collaboration with a team of Exhibit Design Consultants (A/V Systems Integration, Acoustic, Lighting, Structural, etc.). These teams produce technical reports that contribute to the specifications package and the coordination with the building's infrastructure. In collaboration with the Architect we will identify and address structural or code-based limitations and requirements.

IN THIS PHASE RAA WILL:

- Produce a Schematic Content Matrix that is used by the PCC content teams to guide their documentation of artifacts and images. PCC produces a preliminary assessment of artifacts, images and media that RAA will incorporate into the exhibit design
 - Begin to develop a graphic system for exhibits
 - Draft media treatments for each of the proposed audio-visual and digital interactive programs
 - Prepare and issue a Schematic Report that includes written narratives, design criteria, and descriptions of the schematic design
 - Develop an Architectural Coordination Package that links the exhibits to architecture and building infrastructure, and ensures a seamless integration of all design efforts by clarifying the building systems and finishes needed to support the exhibits. The Architect then uses these documents to start incorporating exhibit design requirements into the set of Construction Documents for the building
- * RAA will provide cost estimates of exhibit scope at key milestones.
 - * Full service lighting design not included by RAA (Monrad to provide exhibition lighting).
 - * RAA to provide lighting design where integral with exhibit furniture.

DESIGN DEVELOPMENT PHASE

In this long phase of detailed work, RAA develops the design with the aid of refined visualizations and scaled graphic elevations that expand the understanding of key experiences. These documents will describe colors and finishes for all aspects of the exhibit environment, including ceilings, floors, walls, railings, display cases, and panels. All technical requirements of the base building will be clarified and coordinated with the architect as the development of the Architectural Coordination Package continues.

IN THIS PHASE RAA WILL:

- Continue to refine the Content Matrix
- Produce script outlines with word counts, and provide guidance in exhibit copywriting. PCC scriptwriters (or others) prepare preliminary script drafts for RAA and other content development participants to review before RAA incorporates the draft scripts into the graphic system
- Explore graphic systems for all interpretive panels and signage and develop all major graphic elements in scaled elevations
- Work with PCC and others (image researcher) to identify all graphic images, sources, and necessary acquisitions. Once a final Image Research and Selection List are agreed upon, RAA completes the development of all graphic types
- Create full-scale mock-ups of key graphic elements and sample text for each type of label. The team uses these mock-ups to assess graphic system effectiveness and relationship to 3D design. PCC staff and/or consultants can also use these mock-ups to conduct user/audience evaluations and provide feedback to the design team
- Incorporate PCC and all comments on media treatments and develop detailed outlines and storyboards
- Consult with technical specialists on solutions for A/V projection, computer stations, audio units, and back-of-house control facilities to develop audio-visual programs and prepare preliminary A/V Systems Specifications
- RAA and PCC selects, documents, researches, and acquires artifacts and specimens based on RAA's Content Matrix, and provides a Final Artifact, Specimen, and Object List. The list includes display and conservation requirements
- RAA and PCC determine mount-making requirements and strategize the collection of existing artifacts to be used and the installation at their final locations in the new Museum

Ralph Appelbaum Associates (RAA)

- Produce a Design Development Package that includes written narratives, description of the developed design, and detailed plans, sections and elevations of all exhibit areas, including graphic elevations and artifact placement. An Outline Specification describes all exhibit systems. Samples of materials and products are documented
- Produce a 100% Architectural Coordination Package, including a full CAD set and technical specifications, for incorporation into the architect's CDs, ensuring that everything needed to support the exhibits is coordinated and that scope divisions are clearly articulated in the architectural bid set. RAA's documents will be compatible with the architectural CAD set in order to facilitate coordination and communication with consultants and engineers
 - * RAA will provide cost estimates of exhibit scope at key milestones.
 - * Full service lighting design not included by RAA (Monrad to provide exhibition lighting).
 - * RAA to provide lighting design where integral with exhibit furniture.

Ralph Appelbaum Associates (RAA)

FINAL DESIGN PHASE

RAA produces a set of Exhibit Design Control Drawings and Specifications that include plans, sections, elevations, and details of all exhibit areas and components, and detailed specifications of all final materials, samples, and finishes.

Design intent drawings given to fabricator for engineered shop drawings. this is the bid package and final deliverable for exhibit design.

IN THIS PHASE RAA WILL:

- Copy edit final scripts from the PCC writers (or others) and submit them to PCC for sign-off
- Incorporate the signed-off scripts into all graphic components in preparation for the graphic production phase
- Incorporate comp images from PCC into graphic design
- Produce the final graphic design of all major graphic elements, and quantify and specify the scope of graphic panels by size and type for bidding
- Collaborate with consultants to fully document the audio-visual and media packages, including full A/V Program Descriptions and A/V Systems Specifications
- Produce the Exhibit Design Control Documents for bid package of a CAD set and CSI-format Specifications. These incorporate the specifications of exhibit design consultants (Audio-Visual, Systems Integration, Acoustic, Structural, Lighting, Security, etc.) as well as any general conditions required by client
- * RAA will provide cost estimates of exhibit scope at key milestones.
- * Full service lighting design not included by RAA (Monrad to provide exhibition lighting).
- * RAA to provide lighting design where integral with exhibit furniture.

Ralph Appelbaum Associates (RAA)

GRAPHIC PRODUCTION PHASE (Typically not in contract.)

Concurrent with Final Design, RAA may be hired under a separate contract to execute the Graphic Production Phase. The client may choose to bid out Graphic Production to another vendor, but this is not recommended for reasons of quality control and maintenance of design intent. PCC provides all original artwork to be incorporated into the exhibit's graphics components. Digital files are produced for each element in preparation for graphic fabrication. Galleys are reviewed by RAA's copy editor and signed-off by PCC.

RAA or another designer will draw up all final digital graphic panel files (including text panels, image panels, and object labels) and issue spread sheets that describe materials, sizes, and specifications. As part of the fabrication phase this work is "hard" production costs and therefore not typically included in the "soft" cost design fees.

Ralph Appelbaum Associates (RAA)

BID PHASE (N/A)

The Exhibit Design Control Documents and Specifications serve as a bid set and are sent to qualified fabricators. During the Bid Phase, RAA will advise Client and PCC staff in the selection of qualified bidders; prepare and submit RFPs and bid documents; attend review meetings with potential fabricators; and aid in any value engineering process that may be required by analyzing options and alternatives. Once Client and PCC awards fabrication and media contracts, the Fabrication Phase of the project begins.

Ralph Appelbaum Associates (RAA)

FABRICATION and INSTALLATION PHASE

During this phase, RAA frequently reviews the work of the fabricator to ensure conformity with the Final Design. RAA reviews the fabricator's shop drawings, submittals, and RFIs, and attends shop visits as required to monitor the fabrication process; PCC staff may also participate in shop reviews. RAA conducts site visits to review the installation of exhibit furniture and hardware, artifacts, graphic panels, and media pieces. The media production process parallels that of the exhibit fabrication, although on an extended time frame. Once a contract is awarded, a similar process of prototypes, rough cuts, and mock-ups of interactive components leads to evaluations, user testing, and multiple reviews by RAA, PCC and others. Once the fabrication effort and installations are completed and all components are tested, RAA produces the project's Punch List.

During the exhibit fabrication period, PCC conducts its pre-installation effort. This includes collecting all existing assets, objects and artifacts to be used in the new Museum, and cataloguing them prior to their packing, moving, and installation. Installation may start once the new building has reached a dust-free environment.

Ralph Appelbaum Associates (RAA)

From: Rick Sobel [mailto:ricksobel@raai.com]
Sent: Wednesday, September 14, 2016 2:15 PM
To: Corky Poster <cposter@posterfrostmirto.com>
Subject: Re: Basic descriptions of RAA's working process

RAA Standard Billing Rates for relevant staff are as follows:

<u>Position</u>		<u>Hourly Rate</u>
Project Director		\$325
Content Developer/Writer	\$195	
3D Designer		\$180
Content Coordinator	\$180	
Graphic Designer		\$180
Editor		\$140



andie zelnio design llc
2820 E. Croyden Street Tucson, Arizona 85716
520.979.6962 azdesign@cox.net

September 19, 2016

Corky Poster, Architect, Planner
Poster Frost Mirto, Inc.
317 N. Court Avenue
Tucson, Arizona 85701

RE: PROPOSAL FOR INTERIOR DESIGN SERVICES - FFE SCOPE
Pima County - Old Courthouse Renovation

Dear Corky,

I am pleased to present this proposal for interior design services to you for the FFE scope related to the renovation of the Old Pima County Courthouse. I understand that I will collaborate with your office, the tenants and Pima County on the design and that AutoCAD electronic base plans will be provided by your office. This proposal assumes an FFE budget of approximately 7.5% of construction cost or \$800,000. Per our discussion, my understanding of the scope is as follows:

OLD COURTHOUSE

- Meetings with stakeholders/tenants as required to program the scope and design
- Attendance at general project meetings per your request
- Furniture floor plans for first, second & third floors
- Inventory and evaluation of existing furniture if necessary
- Research and specification of new furniture for all levels
- Coordination of multiple furniture vendors and their scope
- Selection of fabrics and finishes for all furnishings
- Secure and evaluate pricing from multiple furniture vendors in accordance with Pima County contracts
- Prepare spreadsheet delineating selected items by room number
- Secure finish samples and images of selected products
- Coordinate the order and installation schedule with team and vendors
- Coordinate the delivery and installation of furniture from multiple vendors
- On site attendance during installation
- Preparation of final punch list and follow-up

TOTAL FEE \$40,000

ADDITIONAL SERVICES

Work beyond the initial scope will be provided at an hourly rate of \$120.00 per hour. These services may include but not be limited to the following:

- 3D renderings in addition to those provided by the architect and/or vendors
- Custom millwork design
- AV equipment or kitchen appliance specifications

REIMBURSABLE EXPENSES

Miscellaneous costs that occur during the course of providing services are billed at 1.2 times the actual invoice cost and may include, but not be limited to the following:

- Printing and reproduction costs
- Samples, shipping costs or deliveries

BILLING

Billing will track monthly progress in relation to the percentage of completion of the work per phase.

20%	Schematic Design
30%	Design Development
30%	Construction Documents
5%	Procurement or Bid
15%	Final Installation and Close Out

Billing will occur monthly on the first day of the month or at the completion of the work. This agreement may be terminated in writing by either party without cause. If necessary all work completed at the time of termination will be due and payable within 30 days.

If you have any questions or require changes to the scope as outlined in this proposal, please contact me. Thank you for the opportunity to offer this proposal. I look forward to working with you and the entire team on this exciting project.

Sincerely,



Debra Zelnio
Architect/Designer
Andie Zelnio Design, LLC

End of Exhibit "B"

EXHIBIT "C" PIMA COUNTY FACILITIES MANAGEMENT (PCFM) ELECTRONIC DOCUMENT STANDARDS (2 Pages)

A. PURPOSE

PCFM requires projects to be completed and documented in an electronic form using AutoCAD® and Adobe PDF. The purpose of these standards is to define minimum standards required to create electronic submittals of drawings, specifications, shop drawings, Operations & Maintenance Manuals and other documents submitted to PCFM for the COUNTY's use in management and renovation projects over a building's anticipated life span.

B. PIMA COUNTY FACILITIES MANAGEMENT CAD SYSTEM CONFIGURATION

1. The Pima County Facilities Management Department uses the following system configuration:

Intel Based CPU
Windows XP PRO
AutoCAD® rel. 2015
Microsoft Office 2010
Adobe Acrobat X Pro

C. GENERAL REQUIREMENTS

1. Unless waived by the COUNTY's Project Manager assigned to the Project, all construction contract documents, design drawings, specifications, shop drawings, submittals and reports sent to the COUNTY for review shall be created and documented electronically. Consultants providing design services for Pima County Facilities Management (PCFM) are required to provide as built drawings and Record CAD drawings in AutoCAD® .DWG electronic format at the end of the construction project. Pre-design drawings and conceptual plans prior to the schematic design phase can be drawn in free hand with the approval of the COUNTY Project Manager assigned to the project; however, the review submittals to the COUNTY shall be documented electronically in PDF format, and as required by the Contract.
2. At project closeout an electronic copy of the documents, including drawings, specifications, shop drawings, and operations & maintenance manuals shall be delivered to the COUNTY's Project Manager on CD ROM media. Project drawings shall be in AutoCAD® .DWG format. In no event will drawings produced in the DXF format be acceptable. A support directory shall be added to the drawing set. This directory should contain all support files including CTB Plot files, all used font shape files, shape files, PDF's, image files, and all other attached files. While the consultant may create the initial/internal drawings as 3D files, the final electronic drawings submitted at project close out must be 2D files which can be easily edited by PCFM staff and which do not require a 3D program to view or edit. All final CD ROM media must be verified with PCFM to make sure it conforms to PCFM standards before it is accepted by PCFM.
3. Should the PCFM Department upgrade AutoCAD® software during the term of this Contract, the CONSULTANT will NOT be asked to upgrade any project that has already been started under the old version. However, any projects which have not yet been started by the CONSULTANT are required to be designed using the upgraded version currently in use by the PCFM Department.

D. AS-BUILT RECORD DRAWINGS

1. As part of the Project Closeout requirements, the CONSULTANT shall prepare the as-built records drawings which contain 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

(.dwg), including all x-ref-dependent objects (OLE, PDF, and images) and blocks using the XREF Bind option. Also include all supporting files including CTB files and fonts (truetype and shape).

2. When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use: Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names objects with the x-ref's drawing name. Consequently, any duplicate objects in the x-ref are ignored, and the names objects in the current drawing take precedence. Although this feature eliminates redundancy of duplicate layer names, it may give unexpected results if there are duplicate named objects.
3. Do not create drawings using proxy objects.

End of Exhibit 'C'



CERTIFICATE OF LIABILITY INSURANCE

POSTE-1

OP ID: TA

DATE (MM/DD/YYYY)

09/29/2016

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 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 Stuckey Ins & Assoc Agencies 5343 N. 16th Street, Suite 110 Phoenix, AZ 85016 Mary Lodwick	CONTACT NAME: Teresa Alvarado PHONE (A/C, No, Ext): 602-264-5533 E-MAIL ADDRESS: teresa.alvarado@stuckeyinsurance.com	FAX (A/C, No): 602-279-9336													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B : The Hartford</td> <td>29424</td> </tr> <tr> <td>INSURER C : XL Specialty Ins</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : The Hartford	29424	INSURER C : XL Specialty Ins	37885	INSURER D :		INSURER E :		INSURER F :
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INSURED Poster Frost Mirto, Inc 317 N Court Ave Tucson, AZ 85701															

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

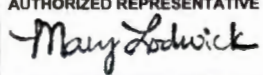
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		6808842L301	03/06/2016	03/06/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6808842L301	03/06/2016	03/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	59WECGF9024	03/06/2016	03/06/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			DPR9802406	03/17/2016	03/17/2017	Per Claim 3,000,000 Aggregate 3,000,000

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

Professional Liability -Claims Made- Retro Date 09/01/90
 Pima County is named as an additional insured as respects to general liability.

CERTIFICATE HOLDER**CANCELLATION**

ARCHI32 Architectural & Engineering Design Services:Old Courthouse Tenant Improvements (xochrt) 130 W. Congress, 3rd Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal 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;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.