



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

Award  Contract  Grant

Requested Board Meeting Date: 07/03/18

\* = Mandatory, information must be provided

or Procurement Director Award

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

Design and Production Incorporated (Headquarters: Lorton, VA)

**\*Project Title/Description:**

Historic Courthouse - Exhibit Fabrication for Pima County Visitor Center and University of Arizona Mineral Museum

**\*Purpose:**

Award: Contract No. CT-FM-18-415. This contract is for a one-time award in the not-to-exceed amount of \$5,900,000.00 for a contract term from 07/03/18 to 04/30/20. Administering Department: Facilities Management.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. 286467 was conducted. Three (3) responses were received. Award is to the highest scoring proposal.

PRCUID: 286467

Attachments: Notice of Recommendation for Award and Contract.

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

Design assistance/coordination, fabrication and installation of exhibits for the Pima County Visitor Center and University of Arizona Mineral Museum at the Historic Courthouse.

**\*Public Benefit:**

The community and visitors will have state of the art exhibits for the Visitor Center and UA Mineral Museum in Pima County's iconic Historic Courthouse. The exhibit spaces will become the gateway to the region's cultural, historical, natural and recreational resources.

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

The project team (Fabricator, Design Team, Owner, Users and Tenant Improvement General Contractor) work well together so that the project is completed within budget and on time for the Visitor Center and Mineral Museum Grand Opening.

**\*Retroactive:**

No.

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To: COB - 6-21-18  
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Revised 5/2018

(1)

Amendment

**Contract / Award Information**

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 18-415

Effective Date: 07/03/18 Termination Date: 04/30/20 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \$5,900,000.00  Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** Capital Non-Bond Projects

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

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

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

Were insurance or indemnity clauses modified?  Yes  No

*If Yes, attach Risk's approval.*

Vendor is using a Social Security Number?  Yes  No

*If Yes, attach the required form per Administrative Procedure 22-73.*

**Amendment / Revised Award Information**

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

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

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

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

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:** \_\_\_\_\_

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

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:** \_\_\_\_\_

**\*Match funding from General Fund?**  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Match funding from other sources?**  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Funding Source:** \_\_\_\_\_

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

Contact: Scott Loomis, Procurement Officer 06/08/2018 [Signature]

Department: Procurement [Signature] 6/11/18 Telephone: 520-724-8272

Department Director Signature/Date: \_\_\_\_\_ 6/14/18

Deputy County Administrator Signature/Date: \_\_\_\_\_ 6-20-18

County Administrator Signature/Date: \_\_\_\_\_ 6/20/18  
*(Required for Board Agenda/Addendum Items)*



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: June 11, 2018

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 286467 for Historic Courthouse – Exhibit Fabrication for Pima County Visitor Center and UA Mineral Museum that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after July 3, 2018.

Award is recommended to the Highest Scoring Proposal.

| <u>AWARDEE NAME</u>                | <u>AWARD AMOUNT</u> |
|------------------------------------|---------------------|
| Design and Production Incorporated | \$5,900,000.00      |

**OTHER RESPONDENT NAMES**

Kubik Maltbie, Inc.

Pacific Studio, Inc.

Issued by: *Scott Loomis*

Telephone Number: 520-724-8272

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](mailto:SBE@pima.gov).

|   |   |
|---|---|
| <b>Pima County Facilities Management Department</b> |   |
| <b>Project:</b>                                     | Historic Courthouse – Exhibit Fabrication for Pima County Visitor Center and University of Arizona Mineral Museum |
| <b>Contractor:</b>                                  | Design and Production Incorporated<br>7110 Rainwater Place<br>Lorton, Virginia 22079                              |
| <b>Amount:</b>                                      | \$5,900,000.00  |
| <b>Funding:</b>                                     | Capital Non-Bond Projects   |

**CONTRACT**

**NO.** CT-FM-18-415

**AMENDMENT NO.** \_\_\_\_\_

This number must appear on all invoices, correspondence and documents pertaining to this contract.

(STAMP HERE)

**1. Parties, Background and Purpose.**

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Design and Production Incorporated ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Procurement Code 11.12.020.
- 1.3. Solicitation. County previously issued Solicitation No. 286467 for certain goods and/or services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Contractor's Response. Contractor submitted the most advantageous proposal to Solicitation No. 286467 for the Historic Courthouse Exhibit Fabrication for Pima County Visitor Center and University of Arizona Mineral Museum.

**2. Term.**

- 2.1. Original Term. This Contract, as approved by the Board of Supervisors shall commence on 07/03/18, and shall terminate on 04/30/20, unless sooner terminated or further extended for the purposes of project completion.
- 2.2. Extension Options. County shall have the option to extend the Contract termination date for purposes of project completion. Any modification or extension shall be by formal written amendment executed by the parties hereto. Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before any work under the Amendment commences.

**3. Scope of Services.** Contractor will provide County with the products and/or services ("Goods and Services") described in **Exhibit A** (13 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Goods and Services must comply with all requirements and specifications in the Solicitation.

**4. Key Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all Contractor services under this Contract. Prior to changing any key personnel, especially those key

personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the staff listed in the Contractor's response to the Solicitation.

**5. Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (2 pages). Those rates will remain in effect during the term of the Contract. Exhibit B will be revised to include detailed compensation and payment structure as the design is developed.
  - 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed Five Million Nine Hundred Thousand Dollars and Zero Cents \$5,900,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any goods or services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
  - 5.3. Sales Taxes. Contractor may invoice County for sales taxes that Contractor is required to pay on goods supplied to the County under this Contract. Contractor will show sales taxes as a separate line item on invoices.
  - 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
  - 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
  - 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
  - 5.7. Payment Terms. Payment terms are net thirty (30) days.
  - 5.8. Retention. Payment to the Contractor on the basis of an approved estimate of the work performed during the preceding calendar month under such contract may include payment for material and equipment, but to ensure the proper performance of such contract, the owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all material, equipment and work covered by the contract. Five percent (5%) of all estimates shall be retained by the agent as a guarantee for complete performance of the contract, to be paid to the contractor within sixty days after completion or filing notice of completion of the contract.
6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits:

6.1 Minimum Scope and Limits of Insurance: Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

6.1.1 Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2 Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.1.3 Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.1.4 Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.1.5 In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" located in the next section.

6.2. Additional Insurance Requirements:

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

6.2.1 Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2 Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.2.3 Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 6.2.4 Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 6.2.5 The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.2.6 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 6.2.7 Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3 Notice of Cancellation:  
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand- delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.
- 6.4 Verification of Coverage:
- 6.4.1 Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.4.2 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to 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.
- 6.4.3 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 6.4.4 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.5 Approval and Modifications:

Pima 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. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations.**
- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all



provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.

13. **Americans with Disabilities Act.** Contractor 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.
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, 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.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
  - 17.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
  - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
  - 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

|   |  |
|---|--|
| County:<br>Lisa Josker, Director<br>Pima County Facilities Management<br>150 W. Congress St., 3rd Floor<br>Tucson, AZ 85701<br>Tel: (520) 724-3085<br>Fax: (520) 724-3900 | Contractor:<br>J.F. Barnwell Jr, President / CEO<br>Design and Production Incorporated<br>7110 Rainwater Place<br>Lorton, VA 22079<br>Tel: (703) 550-8640<br>Fax: (703) 339-0296 |
|---|--|
19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. 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.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor 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. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.**
  - 23.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
  - 23.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
24. **Legal Arizona Workers Act Compliance.**
  - 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
  - 24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
  - 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor'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 Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to

delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

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

25. **Israel Boycott Certification.** Contractor 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 Contractor may result in action by the County up to and including termination of this Contract.
26. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties. If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.
27. **Specification Changes.** COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, COUNTY will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.
28. **Bonding Requirements.** Contractor shall provide Payment and Performance bonds for not less than one hundred percent (100%) of the contract amount. Copies of said bonds shall be attached to and become a part of this contract.

*Remainder of page intentionally left blank*

29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**PIMA COUNTY**

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

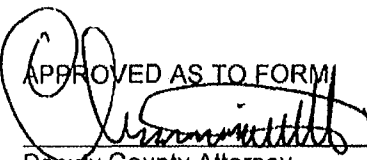
\_\_\_\_\_  
Date

ATTEST

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

**CHRISTOPHER STRAUB**

\_\_\_\_\_  
Print DCA Name

6-8-2018  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

J. F. Barnwell, Jr., President/CEO  
Printed Name and Title

June 18, 2018  
Date

## **EXHIBIT A: SCOPE OF SERVICES (13 PAGES)**

### **A. Background Information**

#### **Gem and Mineral Museum:**

**Vision:** As a land-grant institution, the University of Arizona is committed to providing our assets, our research, our community outreach, and a quality education to the citizens of the State of Arizona. The UA Gem & Mineral Museum, a unit of the UA College of Science and functionally a part of the Department of Geosciences, reflects this mission of the university. The University of Arizona Mineral Museum is committed to supporting the study of minerals and advancing knowledge of mineralogy by enhancing the quality and scope of its mineral collection and exhibits, by fostering an appreciation for the mineralogical wonders of Earth and our solar system, while serving the needs of K-20 students, faculty and the general public.

**Concept:** The University of Arizona is building a state of the art gem and mineral museum in Pima County's Historic Courthouse. It will be a showcase for the Earth sciences. The museum will display mineral specimens, gemstones, meteorites and fossils, including a dedicated Arizona Mining & Minerals Gallery and the University of Arizona joint partnerships with National Aeronautics and Space Administration (NASA) in approximately 11,700 sq.ft. of exhibition galleries.

**History:** The UA Gem & Mineral Museum and its' history are intimately entwined with the original history of the University of Arizona. In 1885, the University of Arizona was established as the first university in the Arizona Territory. Only two years later, in 1887, construction started on the Arizona School of Mines building, later to become known as the UA's iconic structure – Old Main. In 1892-93, the first references to the Mineral Museum appear in the UA Register, which describes the intention to ***“make the Museum of Geology and Mineralogy an adequate representative of the ores and minerals of Arizona, as well as a place for the deposit of everything illustrative of the practical workings of the mines, mills, and furnaces.”***

In 1893, the Arizona State Legislature designated that a museum be established at the University of Arizona. This Territorial Museum housed everything from rocks and minerals to historical documents and Native American artifacts. At this point, this was known as the Arizona State Museum, and it combined the mineral collection along with other artifacts from the state. In 1919, and for the next 40 years, the minerals were separated from the rest of the Arizona State Museum and, along with the Mineralogy Department, were physically moved into the Mines and Engineering building. At this point, the mineral museum became its own freestanding entity. In 1993, the Mineral Museum moved into the lower level of the Flandrau Science Center and Planetarium.

#### **Pima County Heritage & Visitor Center:**

**Vision:** The vision for the Pima County Heritage & Visitor Center is to celebrate our region's cultural and natural heritage. Borrowing the definition from the United Nations Educational, Scientific and Cultural Organization (UNESCO), ***“Heritage is our legacy from the past, what we live with today, and what we pass on to future generations. Our cultural and natural heritage are both irreplaceable sources of life and inspiration.”***

**Concept:** The purpose of the Center is to promote the region's heritage of history, culture, and nature, as well as attractions and recreational opportunities to visitors and residents alike, through education, exhibits, films, presentations, tours, cultural and community events, and authentic experiences. The Center is envisioned to be both a destination for visitor information, education and services, as well as a hub from which visitors and residents can go out to places to experience our region's attractions and our natural and cultural environment.

*Visitor Center Offerings will include:*

- Exhibits – permanent and changing exhibits appropriate to the Center vision
- Interpretive retail materials appropriate to the region (eg. books/ educational materials, Native American and regional crafts, music, lectures, films, tickets, museums, permits, tours, lodging, etc.)
- Visitor planning and concierge services
- Educational programming appropriate to the region
- Demonstrations of regional crafts and artwork appropriate to the Center vision and region
- Special events planning and scheduling - interior and exterior
- Coordination and collaboration in presenting special events and programming with regional partners and local attractions

History: The Tucson region is one of the oldest, continuously inhabited areas in the United States where Native Americans have resided since prehistoric times to the present, where Spanish missionaries and colonists established outposts on the edge of New Spain, which later became the Republic of Mexico and finally the borderland of the United States. This history has left a legacy of Native American settlement and enterprise that remains to today, ancient travel routes along the Santa Cruz River that led to 16<sup>th</sup> and 17<sup>th</sup> century Spanish exploration and settlement, missions and presidios, Spanish and Mexican land grants, historic ghost towns and mines, historic ranches and homesteads, civil war skirmishes, frontier military forts in the Arizona Territory, and the University of Arizona in Tucson, all in a spectacular natural environment.

History, culture, and nature have made Pima County and southern Arizona a tourist's haven for outdoor recreation. Hiking, horseback riding and camping in the numerous parks, preserves, forests, and monuments, bird watching, bicycling on the Loop, exploring attractions like San Xavier Mission, Saguaro National Park, Colossal Cave, the Arizona Sonora Desert Museum, Old Tucson, the Tucson Presidio, Mission Garden, Kitt Peak Observatory, the University of Arizona, and even skiing on Mt. Lemmon are only a few of the activities enjoyed by visitors and residents alike. And guest ranches still provide visitors with western experiences like no other. The region's unique cultural traditions, food, music, dance, art and ceremony provide many more opportunities for visitors to experience the authentic heritage of southern Arizona.

Expected Number of Visitors to Visitor Center and Gem and Mineral Museum

*The number of visitors are estimated at 50,000 to 100,000 annually. The annual attendance figures from other local Tucson major attractions are listed below for comparison purposes.*

Tucson Attractions Visitor Number Comparisons:

|   |                  |
|---|------------------|
| Reid Park Zoo (mid-town)                  | 515,000 per year |
| Arizona-Sonora Desert Museum (West side): | 400,000          |
| Pima Air & Space Museum (far east side)   | 153,000          |
| Tucson Children's Museum (downtown):      | 120,000          |
| Biosphere 2 (north Tucson):               | 93,000           |
| Tucson Museum of Art (downtown):          | 75,000           |
| Flandrau Science Center (UA):             | 50,000           |
| Titan Missile Museum (Green Valley area): | 50,000           |
| Arizona State Museum (mid-town)           | 41,000           |

## B. General Specifications

1. Defined Terms
  - a. *Base Building Contractor*: General Contractor under contract with County undertaking construction at the Historic Courthouse. Also referred to as Owner's General Contractor or GC.
  - b. *Contract*: The entire and integrated written agreement between Owner and Fabricator concerning the Work.
  - c. *Contract Documents*: Those items so designated in the Contract, and which together comprise the Contract.
  - d. *Designer*: Ralph Appelbaum Associates, Inc. Also referred to as RAA.
  - e. *Design Team*: Poster Frost Mirto, Inc. Also referred to as PFM.
  - f. *Fabricator*: The individual or entity with which Owner has contracted for performance of the Work, as designated in this Contract. Also referred to as Contractor.
  - g. *Owner's General Contractor*: Also referred to as Base Building Contractor or GC.
  - h. *Owner*: The individual or entity with which Fabricator has contracted regarding the Work, and which has agreed to pay Fabricator for the performance of the Work, pursuant to the terms of the Contract. Also referred to as County
  - i. *Project*: Also referred to as Work.
  - j. *Tenant*: University of Arizona and Pima County.
  - k. *Tenant Collections*: All items provided for incorporation into Project by Tenant.
  - l. *Trade Contractors*: Subcontractors to Fabricator.
  - m. *Work*: The entire fabrication or the various separately identifiable parts thereof required to be performed or furnished by Fabricator under the Contract Documents.
2. The Work is comprised of approximately 12,000 square feet of gem and mineral museum space and 9,000 square feet of visitor center space as depicted on the ground level floor plan in **Exhibit A-1** (1 page).
3. The Fabricator shall follow the design intent and specifications as described in the Final Design Document to be completed in October 2018. Responsibilities will be for:
  - a. Production information and shop drawings;
  - b. Fabrication, shipping and installation (with post-completion rectification tasks).
4. The Work required shall include the following:
  - a. Fabricator will work with the Designer to finalize design during the Design Assist Phase at the end of the Final Design.
  - b. Coordination with Design Team representative(s) on all tasks;
  - c. Coordination with Design Team audio-visual software suppliers;
  - d. Coordination with Design Team and the General Contractor for the base build works retained by Pima County;
  - e. Graphics fabrication and installation, including wayfinding signage;
  - f. Provision, configuration, integration and installation of all audiovisual and interactive systems hardware;
  - g. Fabrication/Install of all components, including supply and installation of showcases.

## C. Preliminary Project Schedule

Project schedule is depicted in **Exhibit A-2** (1 page).

Deadline for all exhibit fabrication work to be completed, inspected, and accepted is **September 30, 2019**.

Deadline for all exhibit installation work to be completed, inspected, and accepted is **January 15, 2020**.

#### **D. General Obligations of the Fabricator and Procedures**

The Fabricator is hereby obligated to provide Implementation related services per the following terms:

- A. Perform and execute the Work strictly in accordance with this Contract, with a standard of care equal to the highest construction industry standards and practices found in the United States of America for first class or class "A" buildings or fit-outs. The Fabricator shall promptly respond to all requests from the Owner as to the progress of the implementation of the Work and shall deliver the implemented Work free from any defects and deficiencies.
- B. Carefully inspect, review and become familiar with the Project site and its conditions, the vicinity of the Project site, and the terms, obligations and requirements of this Contract inasmuch as they apply to the construction, fabrication, installation, shipping, products and services for which the Fabricator is responsible under this Contract;
- C. Upon notice from the Owner, the Fabricator shall correct any portion of the Work not meeting the Standard of Care without additional compensation.
- D. While carrying out the Work, if any damage occurs to Owner facilities, materials or collections by the actions of Fabricator or Fabricator's sub-contractors, it is the responsibility of the Fabricator to:
  - 1. Immediately notify the Owner of any damage caused, the nature of the damage and location.
  - 2. Inspect damage with the Owner and Design Team.
  - 3. At discretion of Owner, agree a rectification of damage or fully compensate Owner for any loss or damage.
- E. Provide and pay for all labor, materials, equipment, transportation, tools, engineering, services, insurance, water, heat, utilities, and other items required to complete the Work and in connection with its performance of the Work under this Contract (except to the extent any such Work is specifically identified in this Contract to be the responsibility of others), for the agreed upon implementation sum set forth hereunder;
- F. Procure the work and materials required for the implementation of the Project, as necessary, from trade contractors, fabricators, manufacturers, producers and/or material suppliers, and consultants (the "Trade Contractors") as the Fabricator deems appropriate and regularly monitor the installation of work of the Trade Contractors in an endeavor to determine if the work in general is being performed in compliance with the Final Fabrication Documents and to assess the quality and quantity of work. The Fabricator shall be responsible for any and all acts or omissions of any Trade Contractors or any other party performing any of the Work as result of subcontracts established directly by the Fabricator, or for the failure of any of them to carry out the implementation of their work in accordance with this Contract;
- G. Maintain control of, and be responsible for, construction/fabrication/production means, methods, techniques, sequences or procedures, and/or safety precautions and programs in connection with the Work.
- H. Obtain and pay for any and all taxes, duties, tariffs, permits, licenses and inspections required in connection with the Work;
- I. Enforce strict discipline and good order among the Fabricator's employees or the Trade Contractors, and shall not permit employment of unfit or unqualified person(s) not properly skilled in tasks assigned to them;
- J. Obtain written approval from the Owner prior to the assignment to the Fabricator's team of any project manager, superintendent or foreman intended to work on the Project. The Fabricator agrees to change any personnel assigned to work on the Project, if in the sole and absolute opinion of the Owner, such person's performance is unsatisfactory or if their presence on the Project site is objectionable. The Fabricator shall not be entitled to any extra compensation or additional time to complete its Work on account of any such changes within the Fabricator's team, personnel, and the Fabricator shall otherwise have no claim against the Owner in connection with such request by the Owner;
- K. Where the Work requires the Fabricator to furnish engineering services or certifications of any kind, the Fabricator shall then ensure that such services or certifications are provided by a properly licensed professional, whose signature and seal shall appear on all applicable drawings, calculations, specifications, certifications, shop drawings, and other submittals which may so require. The Owner shall rely upon the Fabricator to deliver any of the above with the necessary adequacy, accuracy, and completeness required of such services.



## E. Implementation Submittals Process

The Fabricator is hereby obligated to comply with the Implementation Submittals Process as per the following terms:

- A. The Fabricator shall prepare all necessary implementation submittals, including, but not limited to, shop drawings, material samples, mock-ups, product literature, manuals, as-built documentation, and all similar items required for completion of the Work ("Implementation Submittals"). The Design Team's review of such Implementation Submittals is for the limited purpose of monitoring for conformance with information given and the design intent expressed in these Contract Documents and shall not relieve the Fabricator of responsibility for compliance with these Contract Documents. The Design Team's review of such Implementation Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Fabricator;
- B. In connection with the Implementation Submittals the Fabricator shall submit all Implementation Submittals to the Design Team and the Owner on or before the expiration of the periods shown on the design program contained in the Project Schedule/Fabricator Contract Documents or, if no date or period is shown, in sufficient time to allow any comments made by RAA to be incorporated prior to the Implementation Submittals being finalized for procurement and/or execution of the Work;
- C. Within the timeframe indicated in the Project Schedule **Exhibit A-2**, Owner, Tenant and Design Team shall return one copy of the Implementation Submittal to the Fabricator marked "Approved", "Approved as Noted", "Revise and Resubmit", or "Rejected", and in turn the Fabricator shall take the following action in relation to such Implementation Submittal:
  1. If the Implementation Submittal is marked as "Approved", then the Fabricator shall perform and execute the Work in strict accordance with such Implementation Submittal;
  2. If the Implementation Submittal is marked as "Approved as Noted", then the Fabricator shall perform and execute the Work in accordance with such Implementation Submittal, provided that the comments are properly incorporated into the resulting Implementation Work; and
  3. If the Implementation Submittal is marked as "Revise and Resubmit" or "Rejected", then the Fabricator shall not execute the Work in accordance with any Implementation Submittal thus marked. The Fabricator shall evaluate, interpret and apply the comments into such revised Implementation Submittals and shall forthwith resubmit any such Implementation Submittal again to the Owner for review, approval and/or comment in accordance with the provisions of paragraph (1) above.
- D. The Fabricator shall be required to perform all work hereunder solely in accordance with Implementation Submittals marked "Approved" or "Approved as Noted," and the Owner shall not be liable to pay for any work executed other than in accordance with Implementation Submittals marked "Approved" or "Approved as Noted";
- E. If the Fabricator disagrees with any of the marked Submittal(s) and considers that the Implementation Submittal is in accordance with the Fabricator Contract Documents, the Fabricator shall, within seven (7) days of receipt of the comment(s), notify the Owner that compliance with the marked Submittal comment(s) would give rise to a Change Order. Upon receipt of such a notification, the Owner shall within 7 days either confirm or withdraw the comment(s) to any such marked Submittals. Where the comment(s) are confirmed, the Fabricator shall amend his Implementation Submittal accordingly. The confirmation or withdrawal of a comment in a marked Submittal does not signify acceptance by the Owner of the original marked Implementation Submittal. The Fabricator must make the requisite revisions and resubmit such revisions along with any applicable Change Orders for the Owner's approval;
- F. Where the Fabricator does not notify the Owner in accordance with paragraph (4), any comments made in the marked Submittal(s) shall be deemed as Work that the Fabricator shall perform within the approved budget and Project Schedule;
- G. Compliance with the Implementation Submittal Process and/or with any marked Submittals and comments from the Owner, Tenant and/or Design Team to any such Implementation Submittal

shall not diminish the Fabricator's responsibility for ensuring that any Implementation Submittal prepared by the Fabricator is in accordance with the Final Design Documents, the Contract Documents, and in accordance with any and all marked Submittals and comments.

#### **F. Management Services**

The Fabricator shall provide overall management of the Implementation Services for the Project including the fabrication and installation phases of all exhibits, including but not limited to the performance of the following tasks:

- A. Develop and maintain a detailed Project Schedule including milestone reviews and approvals required from the Owner, the Design Team and/or subcontractors as appropriate;
- B. Plan, convene and run all implementation project meetings relevant to the Fabricator's Work;
- C. Document and track all action items including coordination and stewardship of the resolution of each and all such action items and the communication to all relevant Parties;
- D. Coordinate timely approvals by the Design Team and Owner (where applicable) of shop drawings, samples, mock-ups and prototypes;
- E. Co-ordinate with the Owner's General Contractor (GC) for power, data and other relevant disciplines as required to enable the installation of the exhibits on site;
- F. Prepare and manage the Project-related payment requisitions, change order requests, field reports, request(s) for information, and requests for clarifications issued by the Fabricator's staff or any subcontractor retained by the Fabricator providing services or products for the Project;
- G. Issue regular reports (the "Reports") detailing all activities of the scope of work under this Contract including all action items and applicable deadlines for tasks and deliverables that the Fabricator expects the Owner and the Owner's consultants, vendors and subcontractors. The Fabricator's Reports shall provide details regarding progress or changes to the agreed upon Project Schedule, budget and progress on all aspects of the Project fabrication and installation, for review and approval by the Owner and the Design Team. The Fabricator's Reports shall be sent to the Owner and must be received every two (2) weeks on Friday for the duration of the Fabricator's Work, and ending with the Owner's final approval of any and all corrective work which the Fabricator may be required to provide as documented by the Owner and the Design Team on the Punch List(s) or during the warranty period if any repair work were necessary during the period covered by warranties, whichever comes last. The Reports shall require the Owner's review and approval of any Significant changes or action items and shall include:
  1. Cost Analysis of money spent up to the current Report, balances and any money to be spent in the immediately following month;
  2. Any required updates to the Project Schedule including: periods for reviews of mockups and prototypes, deadlines, meetings, critical path notifications;
  3. Action Items and responsibilities of Implementation Project Team member;
  4. Prior to the Owner's approval of final handover of the base building by the General Contractor, the Fabricator shall issue a report to the Owner to establish whether the Exhibit Area fit-out construction is fully coordinated and has been built according to the Fit-Out Coordination Documents; this report will describe any discrepancies which may be detected by the Fabricator between the as-built conditions and the Fit-Out Coordination Documents;
  5. Confirmation that the Audio-visual hardware scope of work is proceeding as required, according to the equipment specification and fully integrated by the Fabricator;
  6. Provide the Owner with complete documentation of progress of Exhibit fabrication including annotated photography, drawings, minutes, memos, and notes;
  7. Minutes of all Exhibit Implementation Project meetings must be delivered to the Owner within five (5) business days of any such meeting.
- H. For the avoidance of doubt, the above tasks shall be performed only in relation to the Implementation Services of the Exhibits, and in no case in relation to the base building construction works.

## **G. Base-Building Construction Coordination**

The Fabricator shall perform all required tasks and coordination effort in connection with the construction effort being undertaken by the General Contractor (under contract with the Owner) to ensure the proper implementation of the Project including all the following tasks and services:

- A. Prepare and issue the entire interface documents required to enable the Design Team and General Contractor to adapt the exhibit areas of the Project ("the Fit-Out Coordination Documents") and calculations in order to provide the infrastructure necessary to implement the exhibit design. (The Fabricator shall not be responsible for supervision of the Base Building fit-out works);
- B. Fabricator shall arrange and pay for a sufficient number of qualified Fabricator representatives to attend a minimum of three site visits for review of the General Contractor's work progress while the Fabricator's off-site fabrication Work is underway. The dates of the visits shall be at Owner's discretion and agreed in advance with the Fabricator. During said scheduled visits the Fabricator shall verify for the Owner, that the exhibit areas and their corresponding layout and infrastructure have been built by the General Contractor in accordance with the Fit-Out Coordination Documents and satisfactorily in relation to the design intent as shown in the Final Design Documents. The Fabricator shall be responsible for confirming for the Owner that the as-built information pertaining to the exhibit areas including but not limited to the drawings and specifications, pertaining to existing facilities or new improvements by other contractors are accurate and have no impact on the Project as designed by the Design Team. Fabricator shall alert the Owner of any and all conflicts between the as built conditions and the Fit-Out Coordination Documents and provide recommendations for alternative ways to resolve any such conflicts;
- C. Before proceeding with the Fabricator's Fabrication and Implementation Services, the Fabricator shall verify the location of all existing conditions and construction works constructed by others. Verification shall consist of inspecting the site conditions in accordance with the requirements under this Contract and making any adaptations or changes that are necessary to complete the Implementation Services in compliance with this Contract and the design intent.
- D. The Fabricator shall be responsible for establishing the appropriate layout grid and benchmark elevations associated with the Fabricator's Scope of Work;
- E. The Fabricator shall coordinate the exhibit lighting with the base build lighting provided by General Contractor/Design Team.
- F. The Fabricator shall be responsible for final review and inspection of the site prior to the General Contractor's handover of the site, and shall be responsible for providing written approval that the site is suitable for installation of the exhibits. The Fabricator shall ship the exhibit elements to the Project site upon confirmation of the following conditions (provided by the Owner and/or the General Contractor):
  1. A dust-free environment as defined by the Dust Controlled/Free Environment Milestone Description document.
  2. 24-hour power is available without interruption on site;
  3. Access to storage facilities that are available to enable safe operation for the Fabricator's installation works;
  4. The premises must be suitably secure, clean and available for detailed measurement and mounting of objects intended for exhibition;
  5. Trained Owner and Tenant curatorial staff are available to work with Fabricator's mount-makers during the mount-making process;
  6. The as-built power loads of the audiovisual equipment rooms conform to the exhibit audiovisual equipment requirements and the Fit-Out Coordination Documents, and the mechanical requirements for cooling and environmental treatment of the audiovisual equipment rooms have been met and are in conformance with the Fit-Out Coordination.

## **H. Fabrication**

The Fabricator shall perform all required tasks and coordination effort in connection with procurement and fabrication of any and all exhibit elements as documented in the Final Design Documents to

ensure the proper implementation of the Project including all the following tasks and services:

- A. Prepare all necessary exhibit fabrication and implementation submittals including but not limited to shop drawings, product literature, manuals, as-built documentation in accordance with the Project Schedule and the Final Design Documents;
- B. Obtain any required engineering services and any applicable certifications as may be required by the authorities having jurisdiction, if any. The Fabricator shall ensure that such services or certifications, whenever needed, are provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings, and all submittals or any other proof or documentation which may be required by the authorities having jurisdiction.
- C. Provide documentary evidence that all materials used within the showcases will not cause a detrimental effect to sensitive artifacts;
- D. Provide engineering services for all individual freestanding case units to ensure that they are capable of withstanding a 300 pound horizontal load at 36" above walking surface; or 200 pound at 48" with less than a 3/4" deflection; Protect the implemented work from loss and physical damage at all times until fabrication and installation are deemed complete and the Fabricator's services for the Project have been accepted by the Owner;
- E. Provide material samples, finish samples, prototypes and mockups for all exhibit elements as listed in the Final Design Documents. The Fabricator shall make modifications to samples, mock-ups and additional prototypes as may be required based on comments issued by the Design Team and the Owner, until the Owner has provided final approval for any such mock-ups and prototypes;
- F. The Fabricator will continue to develop the lighting design detail to production information stage following design intent established by the Design Team's specialist exhibition lighting consultant. Fabricator to communicate detailed design, production information and shop drawing information to the Design Team specialist exhibition lighting consultant for sign-off and to ensure design intent;
- G. Fabricator will continue to develop AV hardware specification following design intent established by the Design Team AV hardware personnel. Fabricator to provide detailed design, production information and shop drawing information to the Design Team and Owner for sign-off and to ensure design intent;
- H. Fabricator will be responsible for coordinating, programming and managing graphic production deliveries with the Design Team to ensure timely completion of graphics fabrication.

#### **I. Installation**

The Fabricator shall perform all required tasks and coordination effort in connection with the installation and commissioning of any and all exhibit elements as documented in the Final Design Documents to ensure the proper implementation of the Project including all the following tasks and services:

- A. Manage and coordinate the Work and services required to satisfactorily complete the Project fabrication and installation;
- B. Fabricator shall have a qualified project / site manager as well as qualified and sufficient number of personnel on-site and available for the duration of the installation works. Number of staff required to be proposed by Fabricator (based on similar past projects and experience) and agreed by the Design Team;
- C. Ensure the adequate performance of equipment and/or systems strictly in accordance with the requirements of this Contract;
- D. Ensure that the built Exhibits meet the Design Team's design intent, specifications and this Contract, and that all Work is properly coordinated with existing exhibit area site conditions and Base Building's infrastructure;
- E. Provide installation for all Project items as per the Final Design Documents. Any substantial changes to the Design Team's design intent must be submitted to the Owner and Tenant for approval prior to fabrication;
- F. Provide mount-making and installation of the Owner and Tenant Collections as per the Final Design Documents. Any substantial changes to the Design Team's design intent and/or mount type must be submitted to the Owner and Tenant for approval prior to fabrication;
- G. Keep the premises and surrounding area free from accumulation of waste materials or rubbish

- caused by operations under the Contract. At completion of the Work, the Fabricator shall remove any and all waste materials, rubbish, Fabricator's tools, construction equipment, machinery and surplus materials from and about the Project;
- H. Cooperate with the Design Team (and any other parties hired by the Owner) and who may be providing products and/or services for the Project. The Fabricator shall provide any separate Fabricators or contractors hired by the Owner reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Fabricator's construction and fabrication operations with those of the separate Fabricators or contractors working on the Project;
  - I. Fabricator shall rigorously check and certify that all displays, cases and other enclosures are suitable, safe, clean, secure and in accordance with museum environmental condition requirements for display of museum's Collections of objects / artifacts prior to object installation;
  - J. Fabricator shall ensure that all construction and assembly must be complete, galleries cleaned, set works and cases shall be allowed to settle and environmentally condition for no less than seven (7) days prior to object installation;
  - K. Fabricator shall ensure that records of the build installation are maintained including photographs of the progress of the Work throughout the Installation phase;
  - L. In consultation with the Design Team, Fabricator shall be responsible for providing all required equipment, tools and materials necessary for installation of each complete exhibition and displays. Required equipment and materials may include but not be limited to floor protection, polythene dust-sheets, high-level access platforms, fork-lifts, scaffolding, steps, hand-tools, carts and pallet trucks;
  - M. Fabricator shall comply with all activities and services required under this Contract to achieve the "Completion";
  - N. Fabricator shall train Owner and Tenant's key staff in operation of each of the exhibitions / displays after completion of installation works and prior to public opening. Training shall be conducted in two (2) sessions during one site visit, each session comprising small groups of approximately ten (10) Owner and Tenant representatives facilitated by no less than two (2) Fabricator representatives;
  - O. Fabricator shall prepare an exhibition Operational Manual for each exhibition. Manuals are to include exhibitions/displays maintenance instructions with suppliers list. Manuals shall be supplied in PDF digital format and minimum two (2) hard copies. Fabricator shall deliver completed Operations Manuals in PDF format to Owner after completion of installation works and prior to public opening. Hardcopies shall be supplied to Owner no later than 4 weeks after completion of installation works;
  - P. Fabricator shall prepare and provide a full comprehensive set of all produced drawings, specifications, certifications and all other materials delivered to the Owner in digital format;
  - Q. Prior to final inspection of the exhibitions (prior to the Completion Milestone) by the Owner, the Owner, the Tenant and the Design Team and the Fabricator shall agree upon criteria to conduct an exhibition readiness test and subsequent Punch List.

## **J. Audiovisual Systems Integration**

The Fabricator shall be responsible for sub-contracting with and managing an Audiovisual Integrator who will be responsible for providing, configuring, integrating & installing all Audiovisual and Interactive Systems hardware, media encoding & installment, and supervisory control system programming required to deliver all working media systems described in the Final Design Documents. Acting and providing all applicable services as A/V Integrator, the Fabricator shall:

- A. Provide the following for review and approval by the Design Team:
  - 1. Detailed engineering and block diagrams of final AV systems for linear and interactive media including supervisory control system;
  - 2. Cut sheets of all technical equipment and systems;
  - 3. Panel details and rack elevations for AV systems;
  - 4. Pixel maps and diagrams detailing exact projection or video canvas of all linear and interactive media programs, including final canvas size, in mm & pixels, resultant pixel pitch, and location & size of any bezel gaps;

5. Detailed specifications for all interactive and media playback computers for review and approval by the Design Team & the Software Producer;
- B. Provide the integration and ensure proper operation of equipment for prototyping including design, AV hardware equipment, materials and labor towards multi-part prototype effort. The Prototyping shall be required to demonstrate key technologies—including large scale and unique surface vide projection, edge-blending, warp correction, local and generalized audio coverage, physical computing, IR and other touch technologies—and user interface elements and behaviors for review and approval by the Design Team and the Owner and Tenant, on the project's premises;
  - C. Provide systems integration services, and supply, install, integrate and maintain all technologies listed in the AV Hardware Schedule within the Design Finalization Documents (Any substitutions to what is listed in the specifications shall require the Design Team's review and approval during the final engineering phase, prior to equipment purchasing), including but not limited to media servers, video processors, video projectors, audio delivery, and supervisory control system including:
    1. All on-site integrated technical equipment for all media systems in control rooms and audiovisual closets (perform as much integration as possible at the Fabricator's facility); and
    2. All media systems in the AV machine room and field locations (perform as much integration as possible at the Fabricator's facility).
  - D. Verify installation conditions as satisfactory to receive Work of this section. Assess the conditions into which the equipment is being placed during the installation and operation period and to take all necessary precautions to ensure that the equipment remains protected, undamaged and uncontaminated. In addition, all provided equipment should be rated, approved and well suited to the environment in which it is being installed. (Failure to provide equipment that is suited to its application environment in compliance with applicable codes and standards shall obligate the Fabricator to provide replacement or reconstruction of the equipment at the full expense of the Fabricator without additional compensation. Fabricator shall not install until all site condition(s) are satisfactory to the Fabricator. If the Fabricator commences Work, it shall constitute acceptance of conditions as satisfactory);
  - E. Inform the manufacturer(s) of all provided equipment as to all details concerning equipment application and accessories to be used. The Fabricator shall be responsible to obtain confirmation that the manufacturer approves the equipment for the use intended and that the warranty coverage remains in force under these conditions. If no environmentally approved equipment is commercially or readily available to satisfy a specific required use within the environment on the installation site, the Fabricator shall provide the Design Team recommendations for alternatives and an explanation of the options available. (This recommendation shall occur during the design and engineering phase of the Fabricator's work);
  - F. Provide the General Contractor with final positions of Line voltage and Low voltage points (including cable pull information);
  - G. Furnish and terminate all specialty cable (including fiber, CAT7/DM, and manufacturer-specific speaker cable) to be pulled through pathways provided by the General Contractor; participate in a kick-off meeting(s) with the General Contractor to ensure cables are pulled as per the project's specifications and review & approve the work once completed;
  - H. Install data service access points in accordance with the Final Design Documents;
  - I. Configure and install:
    1. Any and all interactive and media playback computers as agreed upon with the Design Team & the Software Producer (including: disabling software and operating system auto-updates; enabling or disabling daemons and services; installing and configuring any drivers as required to support additional hardware such as touch screens or sensors; installing any 3rd Party libraries.) (The installation of interactive software will be the responsibility of the Software Producer);
    2. Any and all software/AV content (as provided by software- and/or AV content producers) required for linear media playback computers;
    3. Any and all media (as provided by software- and/or AV content-producers) on any digital signage appliances, including 'touch to start' or 'touch to select' behaviors;

- J. Provide encoding and compression test for linear media on actual hardware technology in the form of a Technical Review with the Design Team and the Fabricator as outlined in the Final Design Documents;
- K. Execute final compression of all linear media elements for optimized playback quality for all playback systems and hardware;
- L. Provide a final review session of all compressed linear media on actual hardware in the form of a Final Watchdown for the Design Team, Owner and Tenant approval prior to on-site installation and commissioning;
- M. Provide loan of test AV hardware equipment to enable software contractors to develop and produce AV software at software contractor's premises and supply the Design Team with playback devices as requested for testing throughout production process;
- N. Support the Design Team, including any Design Team or Owner retained consultants, during onsite installation period to review, update and make adjustments/tune the AV-hardware as required or requested by the Design Team;
- O. Load and update all media onto hardware systems throughout process, including adjustments as required. (The Parties have agreed to a limit of three (3) months following the Completion Milestone for AV adjustments and for the avoidance of doubt the Parties hereby also agree that this limitation on adjustments shall not in any way cancel or limit the Fabricator's obligation of Warranty as provided under this Contract);
- P. Provide remote off-site access to control equipment for all media hardware in audio visual control rooms and closets to enable remote monitoring and troubleshooting of systems;
- Q. Provide final documentation and training manuals for delivery the Owner and provide all technical specifications documentation detailing the Fabricator encoding plan for all unencoded high resolution deliverables of the Design Team to Fabricator via hard drives, taking into account projection geometry, edge-blending, projection surfaces and acceptable resolution, brightness and contrast.

#### **K. Dust Controlled Environment Milestone Description**

Achievement of a Dust Controlled Environment milestone shall be the responsibility of the GC. At that milestone, the exhibition area must be completely enclosed. The GC shall now turnover the exhibition areas to be controlled by the Fabricator. No concrete or masonry work can be performed in the exhibition areas or areas immediately adjacent to them for the duration of the Implementation Stage, and no grinding sanding or polishing work may be performed without it being completely sealed-off. During the initial work of the exhibition installation process some dust is generated by the fabrication and installation crew and within reasonable limits some minimal dust generating work performed by the GC within the exhibition areas, such as installation of electrical fixtures, HVAC diffusers, Exit signs, etc., may be acceptable but such work must be monitored and approved by the Design Team and the designated Fabricator. Any GC work in adjacent areas to the exhibits that does not meet the criteria described above, must be partitioned off so that work by exhibition installation is not exposed to conditions that do not meet the required environmental parameters. The following shall be the required parameters that the GC will need to comply with as part of the Project's operating environmental conditions (any variations on this requirements, if deemed necessary upon the evolution of the Implementation Services shall be communicated to the GC by the Owner and the Owner shall ensure proper communications between the GC and the Fabricator to reach an Contract prior to the installation of the exhibits on site):

- **Relative Humidity (RH):**  
Relative Humidity should be maintained between 45-55% (RH) throughout the year, allowing a seasonal fluctuation between the two extremes, but holding a daily fluctuation to +-3%
- **Temperature Control:**  
Temperature should be maintained between 18-24° C (65-75° F) throughout the year allowing seasonal fluctuations between the two extremes, but holding a daily fluctuation to +-3°C

- **Dust Particles Control:**  
Airborne dust particulate should be controlled using a two-pass forced air HVAC filtration system that achieves a minimum 14 MERV rate (Minimum Efficiency Reporting Value) as per ASHRAE Standard 52.2-2007.

Adequate and sufficient electrical outlets must be on line or adequate temporary power should be supplied to the exhibition installation areas.

All materials and gang boxes belonging to any Base Building Contractor(s) and/or GC must be removed, leaving the exhibition space completely free and clear so that the exhibition installation can start. At this point, access to the exhibition areas must be limited to personnel authorized directly by the Owner, Tenant and Design Team as the exhibition components and materials are unwrapped and staged in preparation to them being installed.

Spaces adjacent to the exhibition areas may need to be used to stage the material as the exhibit elements are being assembled. A direct and clear path to access to the exhibition areas from the areas where trucks may be unloading the exhibition materials must be coordinated between the Fabricator and the GC, as access to the exhibition areas may need to go through areas that have not yet been turned over to the Fabricators.

#### **L. Dust Free Environment Milestone Description**

A Dust Free Environment is the milestone achieved by the Project when no construction-produced dust at all is present in the exhibition areas or in their environmental systems. No work that creates any dust in the exhibition areas or in any space that share the exhibition areas air exchange shall be allowed (any such work that will cause dust must be done elsewhere). For an area to be defined as dust free, a minimum of one week should be allowed for dust to settle. Once dust is verified to have settled, the filters in the HVAC system should be cleaned and/ or replaced before the installation of any artifacts, documents, A/V equipment, and exhibition graphics can start.

The conditions of the Dust Free Environment milestone must match those specified for the Project's operating environmental conditions indicated in the Dust Controlled Environment milestone description. All mechanical and electrical systems (including permanent stable power) must be fully operational; the systems must have been tested and be able run un-interrupted for 24 hrs per day.

During the Final Installation Phase that shall commence upon the GC's achievement of the Dust Free Environment milestone, designated staff shall bring the artifacts and documents into the exhibition areas and cases, while the graphics Fabricator installs the exhibition graphics and the systems integrator installs and adjusts all components of the exhibition A/V systems (which may now be running 24 hrs a day).

The base building must be completely secured (all surveillance and alarm systems operational and monitored) and access to the exhibition areas shall be scheduled and approved exclusively by the Owner, and Tenant.

#### **M. Warranty**

The Contractor shall provide a written guarantee covering all costs for repair or replacement of defective work for a period of two years (or longer if noted elsewhere in the construction documents) from substantial completion. Contractor shall complete repair, or respond to County in writing with repair solution, within 72 hours of notification by owner. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty. Contractor's obligations under this Article shall survive termination or expiration of the Contract.



**N. Inspection of Work**

The County representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. County shall have the authority to reject all work and materials which do not conform to the Contract.

If the specifications, the County's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for inspection and if the inspection is by an authority other than the County, of the date fixed for such inspection. Inspections by the County shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the County, it must, if required by the County, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the County and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the Final Design documents, the Board shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Final Design documents the Contractor shall pay such cost.

**O. Acceptance of Materials and Services**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

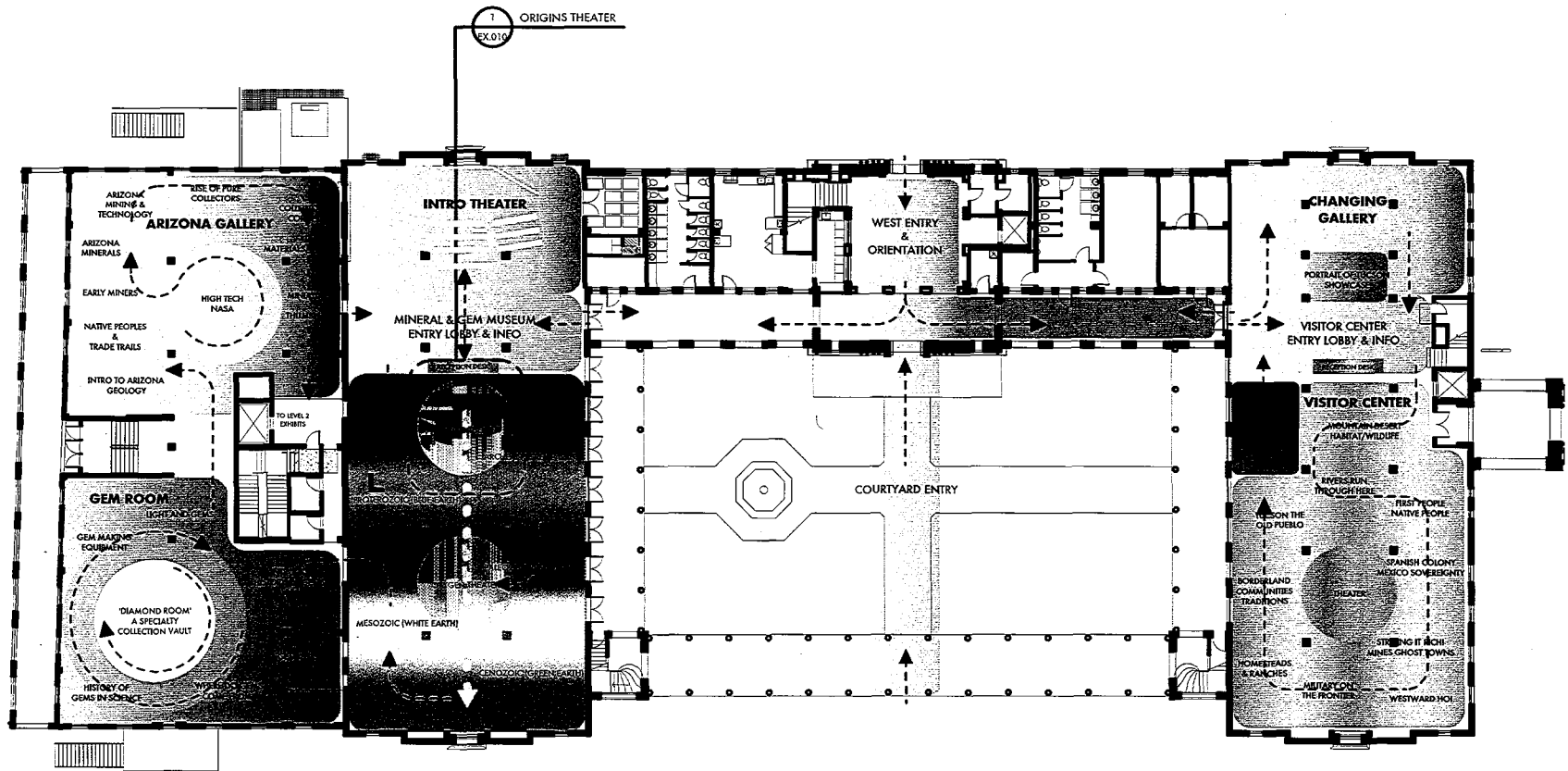
**P. Patent Indemnity**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**Q. Control of Data Provided By County**

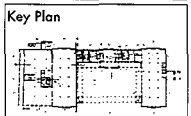
For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**End of Exhibit A**



1 GROUND LEVEL FLOOR PLAN  
Scale: 1:300

END OF EXHIBIT A-1



Notes

| Rev. No. | Description | Date |
|----------|-------------|------|
|          |             |      |
|          |             |      |
|          |             |      |

Ralph Appelbaum Associates, Inc.  
Exhibit Design

88 Pine Street  
New York, NY 10005  
+1 212 334 8200 +1 212 334 6714

THE UNIVERSITY OF ARIZONA GEM AND MINERAL MUSEUM & SOUTHERN ARIZONA REGIONAL VISITORS CENTER  
TUSCON, ARIZONA

NOT FOR CONSTRUCTION  
ISSUED FOR REVIEW

GROUND LEVEL CONTENT AND FLOW FLOOR PLAN

Scale: NTS  
Date: 02/09/2018  
RAA Project Number: 1708

EX.000



**EXHIBIT B: COST STRUCTURE (2 Pages)**

Please provide your compensation schedule and billing process for this project, including, but not limited to, information that relates to the structure of your firm’s payment milestones, timing of invoices, content of invoices, etc.

**5. Compensation and Payment –**

**5.1 Rates; Adjustment.** County will pay Contractor at the rates set forth in Exhibit B. Those rates will remain in effect during the term of the Contract

**Proposed Rates**

Labor Burdened Hourly

- Project Manager - \$98.00
- Detailer - \$85.00
- Exhibit Technician - \$75.00
- AV Technician - \$95.00
- Installation Supervisor - \$95.00

Other Direct Costs – Markup (overhead and profit) – 15.5%

**5.4 Timing of Invoices.** We propose to submit invoices monthly. Invoices would be submitted by the 5th working day of the month for work completed in prior month.

**5.5 Content of Invoices.** Suggested invoice format is the AIA 701/702 (copy enclosed) or similar. As the design and project budget are developed, a schedule of values will be created. Working with the County and Designer, we suggest as a minimum the following:

- Design Assist – Design Development
- Design Assist/Shop Drawings – Final Design
- Production Documentation
- Preliminary Samples/Mock Ups
- Shop Fabrication (can be expanded to provide detail by exhibit gallery)
  - Exhibit Structures
  - Casework
  - Scenic
  - Graphics
  - Audio Visual
  - Lighting/Electrical

Installation

- Exhibit Structures
- Casework
- Scenic
- Graphics
- Audio Visual
- Lighting/Electrical

Software

Sales Tax

Bonding

Retainage – 5% (released after completion)

Supporting documentation would be provided with each requisition

**END OF EXHIBIT B**



DESIAND-01

DNEWBERRY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2018

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

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

|  |  |                                      |               |                          |       |   |       |   |  |             |  |             |  |             |  |
|--|--|--------------------------------------|---------------|--------------------------|-------|---|-------|---|--|-------------|--|-------------|--|-------------|--|
| <b>PRODUCER</b><br>Danaher-Skewes & Associates<br>10694 Crestwood Drive<br>Manassas, VA 20109        | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (703) 642-3200<br><b>E-MAIL ADDRESS:</b><br><br><b>FAX (A/C, No):</b> (703) 642-5970  |                                      |               |                          |       |   |       |   |  |             |  |             |  |             |  |
| <b>INSURED</b><br><br>Design And Production Incorporated<br>7110 Rainwater Place<br>Lorton, VA 22079 | <table border="0"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A : The Hartford</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B : The Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER C : Travelers Insurance Companies</td> <td></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> </table> | <b>INSURER(S) AFFORDING COVERAGE</b> | <b>NAIC #</b> | INSURER A : The Hartford | 19682 | INSURER B : The Hanover Insurance Company | 22292 | INSURER C : Travelers Insurance Companies |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>   | <b>NAIC #</b>  |                                      |               |                          |       |   |       |   |  |             |  |             |  |             |  |
| INSURER A : The Hartford   | 19682  |                                      |               |                          |       |   |       |   |  |             |  |             |  |             |  |
| INSURER B : The Hanover Insurance Company  | 22292  |                                      |               |                          |       |   |       |   |  |             |  |             |  |             |  |
| INSURER C : Travelers Insurance Companies  |  |                                      |               |                          |       |   |       |   |  |             |  |             |  |             |  |
| INSURER D :  |  |                                      |               |                          |       |   |       |   |  |             |  |             |  |             |  |
| INSURER E :  |  |                                      |               |                          |       |   |       |   |  |             |  |             |  |             |  |
| INSURER F :  |  |                                      |               |                          |       |   |       |   |  |             |  |             |  |             |  |

|                  |                            |                         |
|------------------|----------------------------|-------------------------|
| <b>COVERAGES</b> | <b>CERTIFICATE NUMBER:</b> | <b>REVISION NUMBER:</b> |
|------------------|----------------------------|-------------------------|

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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|------------------------------------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A X                                | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR  | X X                | 42UUNZW9018   | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>OTHER \$ |
| GEN'L AGGREGATE LIMIT APPLIES PER: |  |                    |               |                         |                         |   |
|                                    | POLICY X PRO-JECT  |                    | LOC           |                         |                         |   |
| A X                                | AUTOMOBILE LIABILITY<br>ANY AUTO OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY  | X X                | 42UUNZW9018   | 01/01/2018              | 01/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A X                                | UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE   |                    | 42XHUZW9530   | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$<br>\$   |
| A                                  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A            | X 42WECN8854  | 01/01/2018              | 01/01/2019              | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |
| B                                  | Professional Liabil  |                    | LHRD120287    | 01/01/2018              | 01/01/2019              | Professional Liab 3,000,000   |
| C                                  | Crime (Includes Burg   |                    | 105727246     | 01/01/2018              | 01/01/2020              | Employee Dishonesty 1,000,000   |

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

Transit Coverage - \$500,000

Installation - \$2,000,000

Property Damage - \$300,000

Pima County Its departments, districts, officials, agents and employees as additional insureds with respect to liability arising out of the activities performed  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Pima County Facilities Management Department  
150 W Congress St., 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



**ADDITIONAL REMARKS SCHEDULE**

|  |                             |  |  |
|--|-----------------------------|--|--|
| AGENCY<br><b>Danaher-Skewes &amp; Associates</b> |                             | NAMED INSURED<br><b>Design And Production Incorporated</b><br>7110 Rainwater Place<br>Lorton, VA 22079 |  |
| POLICY NUMBER<br><b>SEE PAGE 1</b>               |                             |  |  |
| CARRIER<br><b>SEE PAGE 1</b>                     | NAIC CODE<br><b>SEE P 1</b> | EFFECTIVE DATE: <b>SEE PAGE 1</b>  |  |

**ADDITIONAL REMARKS**

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

**Description of Operations/Locations/Vehicles:**  
 by or on behalf of the contractor. Waiver of subrogation is also included for Pima County its departments, districts, officials, agents and employees under the General liability, Auto as well as the insurance being primary. These endorsements are included under the Hartford endorsement HG0001 & HA99240318  
 Workers compensation has been endorsed to include waiver of subrogation in favor of Pima County its departments, districts, officials, agents and employees.

**Contract # CT-FM-18-415**  
**Project: HCH-Exhibit Fabrication for PC Visitor Center & UA Mineral Museum**

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

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT - VIRGINIA

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

#### I. EMPLOYEES AS INSURED

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

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

#### 2. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

#### 3. HIRED AUTO - COVERAGE TERRITORY

Paragraph e.(1) of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

(1) A covered "auto" is leased, hired, rented or borrowed for a period of 180 days or less; and

#### 4. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

A. The amount paid under the Physical Damage Coverage Section of the policy; and

B. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

#### 5. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

#### 6. AIRBAG COVERAGE

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

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

#### 7. TWO OR MORE DEDUCTIBLES

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

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

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

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



**6. WAIVER OF SUBROGATION**

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

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

**9. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

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

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

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

**10. VEHICLE WRAP COVERAGE**

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

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