



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

Award  Contract  Grant

Requested Board Meeting Date: 09/04/18

or Procurement Director Award

\* = Mandatory, information must be provided

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

Burns Wald-Hopkins Shambach Architects, Inc. (Headquarters: Tucson, AZ)

**\*Project Title/Description:**

Architectural and Engineering Design Services: Defense Services Building - Juvenile Courts (XDSBJC)

**\*Purpose:**

Award: Contract No. CT-FM-19-124. This award of contract is recommended to the highest qualified consultant in the amount of \$488,684.00 for a contract term from 09/04/18 to 02/28/21 for the design of the Defense Services Building - Juvenile Courts. Administering Department: Facilities Management.

**\*Procurement Method:**

Solicitation for Qualifications No. 297297 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. Five (5) responsive statements of qualifications were received and evaluated by a five (5) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of four (4) respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

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

The goal is to provide a new office building at the Juvenile Courts Complex near South Kino Parkway and East Ajo Way that will consolidate three (3) Public Defense Services Divisions that serve juveniles. These Divisions include the Office of Children's Counsel, Public Defender Juvenile and Dependency Unit, and the Legal Defender Dependency Unit. The new building will be integrated into the existing campus to take advantage of the resources already in place; primarily the proximity to the Juvenile Courts building, internal programming functions and Central Plant facilities.

**\*Public Benefit:**

In order to serve their clients, these 3 divisions need space to expand due to a departmental projected increase in full-time attorneys. This will allow consolidation of staff into one location thereby creating efficiencies in case management, travel time, and staff response time.

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

Success will be measured by meeting the design project schedule, satisfying the goals of the project stakeholders balanced against the project budget, and receiving a construction bid that is within the projected project budget.

**\*Retroactive:**

No.

To: COB- 8.22-18  
Ver. 1  
Pgs. 77  
(1)

**Contract / Award Information**

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 19-124  
Effective Date: 09/04/18 Termination Date: 02/28/21 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
 Expense Amount: \$\* 488,684.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: FM-Capital Projects Non-Bond (Transfer in from General Fund)

Funding from General Fund?  Yes  No If Yes \$ 488,684.00 % 100

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 08/16/2018 8-16-18  
Department: Procurement 8/16/18 Telephone: 520-724-8272  
Department Director Signature/Date: [Signature] 8/16/18  
Deputy County Administrator Signature/Date: [Signature] 8-21-18  
County Administrator Signature/Date: [Signature] 8/22/18  
(Required for Board Agenda/Addendum Items)



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: August 16, 2018

The Pima County Procurement Department hereby issues formal notice to respondents to **Solicitation No. 297297 for Architectural and Engineering Design Services: Defense Services Building – Juvenile Courts (XDSBJC)** 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 September 4, 2018.

Award is recommended to the Most Qualified Respondent.

**AWARDEE NAME**

Burns Wald-Hopkins Shambach Architects, Inc.

**OTHER RESPONDENT NAMES**

GLHN Architects and Engineers, Inc.

Line and Space, L.L.C.

WSM Architects, Inc.

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

Issued by: */s/ 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

|   |  |  |                 |  |            |                     |                      |       |   |  |
|---|--|--|-----------------|--|------------|---------------------|----------------------|-------|---|--|
| <b>PIMA COUNTY FACILITIES MANAGEMENT</b>  |  |  |                 |  |            |                     |                      |       |   |  |
| <b>PROJECT:</b>   | <b>ARCHITECTURAL AND ENGINEERING<br/>DESIGN SERVICES: DEFENSE SERVICES<br/>BUILDING - JUVENILE COURTS (XDSBJC)</b> | <table border="1"> <tr> <td colspan="2" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td><b>NO.</b></td> <td><u>CT-FM-19-124</u></td> </tr> <tr> <td><b>AMENDMENT NO.</b></td> <td>_____</td> </tr> <tr> <td colspan="2">This number must appear on all<br/>invoices, correspondence and<br/>documents pertaining to this<br/>contract.</td> </tr> </table> | <b>CONTRACT</b> |  | <b>NO.</b> | <u>CT-FM-19-124</u> | <b>AMENDMENT NO.</b> | _____ | This number must appear on all<br>invoices, correspondence and<br>documents pertaining to this<br>contract. |  |
| <b>CONTRACT</b>   |  |  |                 |  |            |                     |                      |       |   |  |
| <b>NO.</b>  | <u>CT-FM-19-124</u>  |  |                 |  |            |                     |                      |       |   |  |
| <b>AMENDMENT NO.</b>  | _____  |  |                 |  |            |                     |                      |       |   |  |
| This number must appear on all<br>invoices, correspondence and<br>documents pertaining to this<br>contract. |  |  |                 |  |            |                     |                      |       |   |  |
| <b>CONSULTANT:</b>  | <b>BURNS WALD-HOPKINS SHAMBACH<br/>ARCHITECTS, INC.<br/>261 N. COURT AVENUE<br/>TUCSON, ARIZONA 85701</b>          |  |                 |  |            |                     |                      |       |   |  |
| <b>AMOUNT:</b>  | <b>\$488,684.00</b>  |  |                 |  |            |                     |                      |       |   |  |
| <b>FUNDING:</b>   | <b>FM-CAPITAL PROJECTS NON-BOND</b>  |  |                 |  |            |                     |                      |       |   |  |

**CONSULTANT SERVICES CONTRACT**

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called COUNTY, and Burns Wald-Hopkins Shambach, Inc., hereinafter called CONSULTANT, and collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Defense Services Building - Juvenile Courts; and

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

WHEREAS, based on CONSULTANT's representations in response to Pima County Solicitation No. 297297, CONSULTANT was determined to be the most qualified for this Project; and

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

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

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

This Contract, as approved by the Board of Supervisors, commences on September 4, 2018, and terminates on February 28, 2021 unless sooner terminated or further extended pursuant to the provisions of this Contract.

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

**ARTICLE 2 – SCOPE OF SERVICES**

CONSULTANT agrees to provide Architectural and Engineering Design Services for the COUNTY as described in **EXHIBIT "A" - SCOPE OF SERVICES** (11 pages), and **EXHIBIT "A-1" – CADMASTER LAYERS** (1 page), attachments to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with **Article 5**. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.



**ARTICLE 3 - DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**ARTICLE 4 – COMPENSATION AND PAYMENT**

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

CONSULTANT's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as **EXHIBIT "B" – COMPENSATION SCHEDULE (40 pages)**. CONSULTANT may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. CONSULTANT will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the CONSULTANT's invoice for billing purposes. Calculations and supporting data will be made available to COUNTY at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by COUNTY of all associated deliverables), COUNTY will pay the balance of the fixed fee to CONSULTANT.

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

The total of all payments to CONSULTANT for services provided under this Contract will not exceed **Four Hundred Eighty-Eight Thousand Six Hundred Eighty-Four Dollars and Zero Cents (\$488,684.00)**.

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

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

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

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

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

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

- B. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
1. A delay in the work attributable to a failure by COUNTY to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one (1) day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
  2. There is no adjustment for any delay in the work attributable to a failure by CONSULTANT to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by CONSULTANT to adhere to its schedule expectations, CONSULTANT will provide a recovery plan to COUNTY within five (5) days of COUNTY's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for CONSULTANT to make more than two (2) submissions of plans or documents for approval is a failure by CONSULTANT to adhere to its schedule commitments. CONSULTANT's work associated with additional reviews is non-compensable.
  3. A delay in the work attributable to any other cause that differs materially from the expectations of the Parties regarding that cause is an excusable delay for which the Parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
  4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
  5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the Parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
  6. The Parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
  7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- C. CONSULTANT agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by CONSULTANT to complete the work after the completion date in the schedule are not reimbursable under this Contract.

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

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

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

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

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

## **ARTICLE 7 – INSURANCE**

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

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

### **7.1 Minimum Scope and Limits of Insurance:**

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

- 7.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
- 7.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 7.1.3 Workers’ Compensation and Employers’ Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer’s Liability - \$1,000,000.



Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.

- 7.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

## **7.2 Additional Insurance Requirements:**

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

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

## **7.3 Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement Department, 130 West Congress Street, Tucson AZ 85701, and Fax 520-791-6508.

## **7.4 Verification of Coverage:**

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

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

**7.5 Approval and Modifications:**

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

**ARTICLE 8 – INDEMNIFICATION**

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

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

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

**ARTICLE 9 – COMPLIANCE WITH LAWS**

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

**ARTICLE 10 – STATUS OF CONSULTANT**

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

**ARTICLE 11 – CONSULTANT'S PERFORMANCE**

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

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or

for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

**ARTICLE 12 – NON-WAIVER**

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

**ARTICLE 13 – SUBCONSULTANT**

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

**ARTICLE 14 – NON-ASSIGNMENT**

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

**ARTICLE 15 – NON-DISCRIMINATION**

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

**ARTICLE 16 – AMERICANS WITH DISABILITIES ACT**

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

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

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

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

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

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT will be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
  3. Refusal or failure to remedy defective or deficient work within a reasonable time;
  4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT's performance of this Contract;
  5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
  6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
  7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
  8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
  2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
  3. Subject to the immediately preceding subparagraph 2., COUNTY's liability to CONSULTANT will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which COUNTY has not previously made payment.

- D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—
1. Excepting item 8. in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
    - (i) Acts of God or of the public enemy,
    - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
    - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
    - (iv) Fires,
    - (v) Floods,
    - (vi) Epidemics
    - (vii) Quarantine restrictions,
    - (viii) Strikes,
    - (ix) Freight embargoes,
    - (x) Unusually severe weather, or
    - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
  2. CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, COUNTY determines that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if COUNTY had terminated the Contract for convenience.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

#### **ARTICLE 19 – TERMINATION FOR CONVENIENCE OF COUNTY**

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

#### **ARTICLE 20 – NON-APPROPRIATION OF FUNDS**

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

**ARTICLE 21 – NOTICES**

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

**COUNTY:**

Lisa Josker, Director  
Facilities Management  
150 West Congress Street, 3<sup>rd</sup> Floor  
Tucson, AZ 85701  
Tel: (520) 724-3085  
Fax: (520) 724-3900

**CONSULTANT:**

Robin Shambach, Principal  
Burns Wald-Hopkins Shambach Architects, Inc.  
261 N. Court Avenue  
Tucson, Arizona 85701  
Tel: (520) 795-2705  
Fax: (520) 795-6171

**ARTICLE 22 – OTHER DOCUMENTS**

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 297297, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

**ARTICLE 23 – REMEDIES**

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

**ARTICLE 24 – SEVERABILITY**

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

**ARTICLE 25 – BOOKS AND RECORDS**

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

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

**ARTICLE 26 – DELAYS**

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

**ARTICLE 27 – DISPUTES**

In the event of a dispute between the Parties regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one (1) week of the

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

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

**ARTICLE 28 – OWNERSHIP OF DOCUMENTS**

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

**ARTICLE 29 – PUBLIC INFORMATION**

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

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

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

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

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

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

Any breach of CONSULTANT'S or any subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a subconsultant, and the subcontract is suspended or terminated as a result, CONSULTANT must take such steps as may be necessary to either self-perform the services that would have been provided under

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

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

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

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

**ARTICLE 31 - ISRAEL BOYCOTT CERTIFICATION**

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

**ARTICLE 32 - ENTIRE AGREEMENT**

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

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

PIMA COUNTY:

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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

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

**CHRISTOPHER STRAUB**

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

8-16-2018  
Date

CONSULTANT:

*Robin A. Shambach*  
Signature

ROBIN A. SHAMBACH PRINCIPAL  
Name and Title (Please Print)

8/30/2018  
Date



EXHIBIT "A" - SCOPE OF SERVICES (11 Pages)

**PIMA COUNTY FACILITIES MANAGEMENT  
NEW BUILDING SERVICES DIVISION**  
150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701  
Tel: 520-724-3085

**SCOPE OF PROFESSIONAL SERVICES REQUIRED**

DATE: Revised July 2018  
PROJECT NAME: Defense Services Building – Juvenile Courts  
BUILDING NAME: Defense Services Building  
BUILDING ADDRESS: TBD  
PROJECT MANAGER: Diana Pollard  
TELEPHONE: 520 / 724-3101

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

**1. General Provisions:**

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

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

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

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

The CONSULTANT shall prepare minutes of all meetings in the design phase between the COUNTY, and the CONSULTANT, for review and approval by the COUNTY.

During the design phase of the project the CONSULTANT shall prepare a Master Project Schedule to encompass the entire project including the construction phase for review and approval by the

COUNTY. The CONSULTANT shall develop the baseline project schedule in Microsoft Project 2010 format or newer. The CONSULTANT shall then be responsible to maintain and update the schedule on a monthly basis until construction begins. Along with the schedule the CONSULTANT shall provide progress reports to the COUNTY's project manager on a bi-monthly basis throughout the Design Services. The CONSULTANT shall submit each schedule revision to the COUNTY for review and approval.

## **2. Project Narrative:**

The new Defense Services Building will be a 2 story, 25,000 GSF facility located at the County Juvenile Complex near South Kino Parkway & East Ajo Way, immediately east of the central plant. Additionally, two new parking lots will be added, one at an undeveloped area adjacent to the Children's Advocacy Center, east of the new building site and the 2<sup>nd</sup> at an undeveloped site at the NW corner of the complex. The project will also include relocation of the existing secured outdoor storage area for the Work Release Program that occupies the new building site.

The new Defense Services Building design will incorporate connection to the existing Juvenile Courts Complex Central Plant located immediately to the west. This was one of the prime considerations for the site selection. The cooling towers at the Central Plant have been recently replaced and were sized to provide capacity for the new Defense Services Building. The existing chillers are nearing the end of their functional lifespan so they will be replaced as part of this project. The project budget includes the costs for replacing these chillers.

Public Defense Services provides court-authorized legal services to their clients. This department has 3 divisions that need to expand by hiring full time attorneys that are employed by Pima County rather than hiring outside attorneys under contract. With more in-house attorney's, these divisions will be able to work more efficiently, thereby reducing costs for the County. These divisions include the Public Defender Juvenile and Dependency Unit, Legal Defender Dependency Unit and the Office of Children's Counsel.

All 3 divisions serve juveniles making proximity to the Juvenile Court a priority in the site selection. At their current locations, space for their anticipated growth is not possible. Their existing offices are located in 3 separate buildings. These include a modular building, "Building O" at the Courts Complex where the Legal Defender's offices are, the Public Defender's Office is SE of the new site across the concrete wash and the Office of Children's Council is on the 3<sup>rd</sup> floor of the Abrams Public Health Building.

This new building will provide work space for approximately 40 attorneys and 35 support staff as well as required support spaces such as conference rooms, reception areas and file rooms. Since the new building will displace existing parking spaces, there will be a need to replace those spaces in addition to providing code required parking for the new building. It's anticipated that some of the new parking can be replaced adjacent to the new building with the remainder on an undeveloped site next to the Children's Advocacy Center, across the concrete wash. Access to the new building from that lot is a short walk across a bridge which spans the wash that was specifically designed to connect the existing Public Defender's and Court Attorney's offices to the remainder of the complex. In addition, a second access walk may be developed connecting the new building and the new northeast parking lot using the existing KERP Loop walkway located immediately north of these sites.

The three divisions slated to go in this building have clients with opposing legal positions and representation such that the need for security and separation exists so these populations don't mix. Therefore, separate building entries and waiting areas will be needed for each of the 3 divisions adding complexity to the building design. In addition, the staff will require a separate building entrance that cannot be accessed by the public. Security and access control for each division between the lobbies and the office space is critical. The security systems may be technology based, staffed security is not required. Because of the confidential nature of the work by these attorneys, they will

require private offices with acoustical separation. Support staff can be located in workstations in a more open work environment.

The additional parking lot at the NW corner of the complex has been planned to help satisfy overall parking demand at this complex. In the past, a lack of parking has been reported for the entire complex. This will also help free up available parking in the vicinity of the new building.

(See **Map of the Area** prepared by the County at end of **Exhibit A**)

The County's Project Team will consist of representatives from Pima County Facilities Management, Pima County Public Defense Services and other stakeholders that the County has identified. All required design review presentations shall be made to Pima County Facilities Management prior to presenting to the entire Project Team.

### **3. Architectural & Engineering Services**

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

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

The CONSULTANT shall also provide any and all presentation materials, which may include the following: presentation boards, conceptual renderings or models, color and material finish boards, Power Point presentations etc. as necessary to communicate the design to Pima County and its stakeholders. Provide a separate line item in the fee proposal for presentation renderings and/or models for use upon request by Pima County.

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

- Architectural Services
- Civil Engineering
- Surveying
- Landscape Design
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Delegated Design
- Fire Alarm Engineering
- Electrical Engineering
- Telecommunications Design
- Audio Visual Design
- Building, room and wayfinding identification signage
- Cost Estimating at Schematic Design, Design Development, 50% and 90% CD's and Bid phase.
- ADA Compliance
- Public Art Coordination
- Interior Design/Furniture Coordination with Pima County

The project shall be designed to implement LEED elements sufficient to obtain 50 or more points per LEED v4 edition. The CONSULTANT shall maintain a score card during design and construction to document progress toward this goal. Pima County may or may not elect to pursue LEED certification.

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

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

CONSULTANT shall prepare and distribute meeting minutes at meetings with the COUNTY throughout the Design and Construction Document phases.

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

The total construction budget shall not exceed **\$4,800,000** for construction by the General Contractor. The construction delivery method for this Project is Design-Bid-Build.

**The CONSULTANT is responsible to maintain the project's design within the construction budget.** The cost estimator needs to be well aware of construction costs within the southern Arizona market. A professional estimator, who is not an employee of the CONSULTANT's firm, and is independent from the CONSULTANT's other sub-consultants, shall prepare the cost estimates. If necessary the CONSULTANT and their cost estimator shall recommend value-engineering items, scope changes, and add alternates for COUNTY review and approval. If changes need to occur to the design documents in order to get the design within budget, including new cost estimate/s, this work shall be at no expense to the COUNTY.

#### **5. Project Schedule:**

- a. Design through Construction Documents – Nine Months
- b. Permits and Bidding – Three Months
- c. Construction – Twelve Months

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

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

- a. Existing Conditions Survey:

The CONSULTANT shall provide a survey, through a registered surveyor, with sufficient detail to design the project. At a minimum, it shall include the following as appropriate: property lines (providing lengths and bearings of each); setting iron pins at property corners; legal description, including any existing and proposed easements on site; identification of all onsite structures and features including, but not limited to, existing buildings, solar/shade canopies, hardscape, landscape, fencing, lighting and utilities; topographic contours at one foot intervals and spot elevations at 25 foot centers, and at all breaks in curbs and sidewalks; location, size, depth, pressure, and flow direction for all above and below ground utilities; location of all existing trees of 3 inch caliper and greater as well as any special features subject to demolition and/or relocation. This will include the proposed building site as well as the 2 proposed parking lot sites. In addition, since a second pedestrian walkway may be developed connecting the new building to the new northeast parking lot using the existing KERP Loop walkway located immediately north of these sites, the survey shall extend to these areas as well as this portion of the KERP Loop. The

CONSULTANT shall visit the project site and field measure and photograph existing conditions as necessary to inform the design and construction documents.

All drawings prepared by the CONSULTANT shall be in AutoCAD (2015, or newer, format) using the National CAD Standards Layering Convention (version 4 or later).

b. Program Verification:

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

**7. Design Services Detail:**

a. Applicable Codes and Regulations:

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

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

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

b. Schematic Design Phase:

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

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

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project Team and the CONSULTANT's team. The submittal shall consist of PDF and AutoCAD formats. The CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments from the previous submittal at this time.

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

c. Design Development Phase:

The CONSULTANT shall proceed with the Design Development Documents, only on written approval by the COUNTY. This Phase consists of drawings and other documents necessary to describe the size and character of the entire Project as to architectural, structural, mechanical,

plumbing and electrical systems, materials, and such other disciplines and essentials as may be appropriate. Design Development Documents shall be submitted to the COUNTY for review and approval.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project team and the CONSULTANT's team. The submittal shall consist of PDF and AutoCAD. The CONSULTANT shall prepare and submit a written response from the previous submittal to each of the COUNTY's review comments at this time.

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

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

The CONSULTANT shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including Drawings and Specifications (50% & 90% level for all disciplines), setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the standard Pima County Bidding Instructions of the Contract. The COUNTY's Project Manager will supply these Instructions to the CONSULTANT. The CONSULTANT shall coordinate with the COUNTY on the Project's General Requirements to be included in the Project Manual.

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

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

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

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

e. Construction Documents Phases (100% Completion):

The CONSULTANT shall develop from the 90% Construction Documents, the 100% Construction Document submission to be submitted by the COUNTY's Project Manager for obtaining the building permits and beginning the procurement process to obtain a General Contractor and furniture procurement. This submission includes drawings and full specifications, calculations

and product cut sheets setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The CONSULTANT shall conduct an in-house quality review session prior to submission to the COUNTY.

At the time of submission for building permit, the CONSULTANT shall coordinate with the COUNTY Project Manager what is required to be delivered to the permit authorities.

The CONSULTANT shall provide the COUNTY with all required documentation for submittal for the Construction Permit, or any other permits, or review processes required by said governmental authorities. These documents shall include completed permit applications, checklists, CONSULTANT Consent Form, plans, specifications, special inspection certificates (if necessary), energy code compliance calculations, and other calculations. The COUNTY will submit these documents to Development Services and other agencies for permit review.

The CONSULTANT shall provide an updated LEED Scorecard at this time.

The CONSULTANT at this time shall submit the written responses from the previous submittal's comments. Pima County will review prior to approving the submittal to proceed to the bidding and permitting phase. The CONSULTANT must receive from the COUNTY's Project Manager's written approval of the Completed Construction Documents before proceeding to the next phase. Upon approval of the submittal, CONSULTANT shall make any required changes during the Bidding Phase by Addendum/Addenda.

f. Bidding Phase:

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

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

g. Construction Administration Phase of the Construction Contract:

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

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

CONSULTANT's Construction Administration Phase shall commence with the pre-construction meeting/notice-to-proceed to the General Contractor and will terminate Sixty (60) days following issuing of the Certificate of Substantial Completion. CONSULTANT's Construction Administration Services, beyond the completion time period specified above shall require specific written approval by the COUNTY by written amendment to this agreement.

The CONSULTANT shall provide administration of the Construction Contract as set forth in the Construction Contract and General Conditions of the Owner-Contractor Construction Contract. The extent of the CONSULTANT duties and responsibilities and the limitations of his authority as

assigned thereunder shall not be modified without the written consent of the CONSULTANT, and that of the COUNTY.

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

The CONSULTANT shall at all times have access to the Work whenever it is in preparation or progress.

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

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

The CONSULTANT shall not be responsible for construction means, methods, techniques, or procedures in connection with the Work, nor shall he be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents; for the acts or omissions of the Contractor, or Subcontractors agents or employees.

However, the CONSULTANT shall immediately notify the COUNTY if the Contractor is failing to carry out the work in accordance with the Contract Documents, and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The CONSULTANT shall prepare a list of critical construction inspection times and items to be inspected, and said schedule shall be made part of the successful Contractor's required performance. Notwithstanding any provisions of previous paragraphs, and based on such observations at the site and on the Contractor's Applications for Payment, the CONSULTANT shall determine the amount owing to the Contractor and certify the payment of such amounts on the Contractor's Applications for Payment.

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

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



Defective work not remedied, or;

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

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

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

Damage to another contract, or;

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

Unsatisfactory execution of the Work by the Contractor.

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

The CONSULTANT may, on request, and at his discretion, furnish to any sub-contractor, if practicable, information regarding percentages of completion certified by the Contractor on account of Work done by such sub-contractors.

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

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

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

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

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

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

At the conclusion of the Project, the CONSULTANT shall prepare a Record Drawing Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the COUNTY at the time of submission.

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

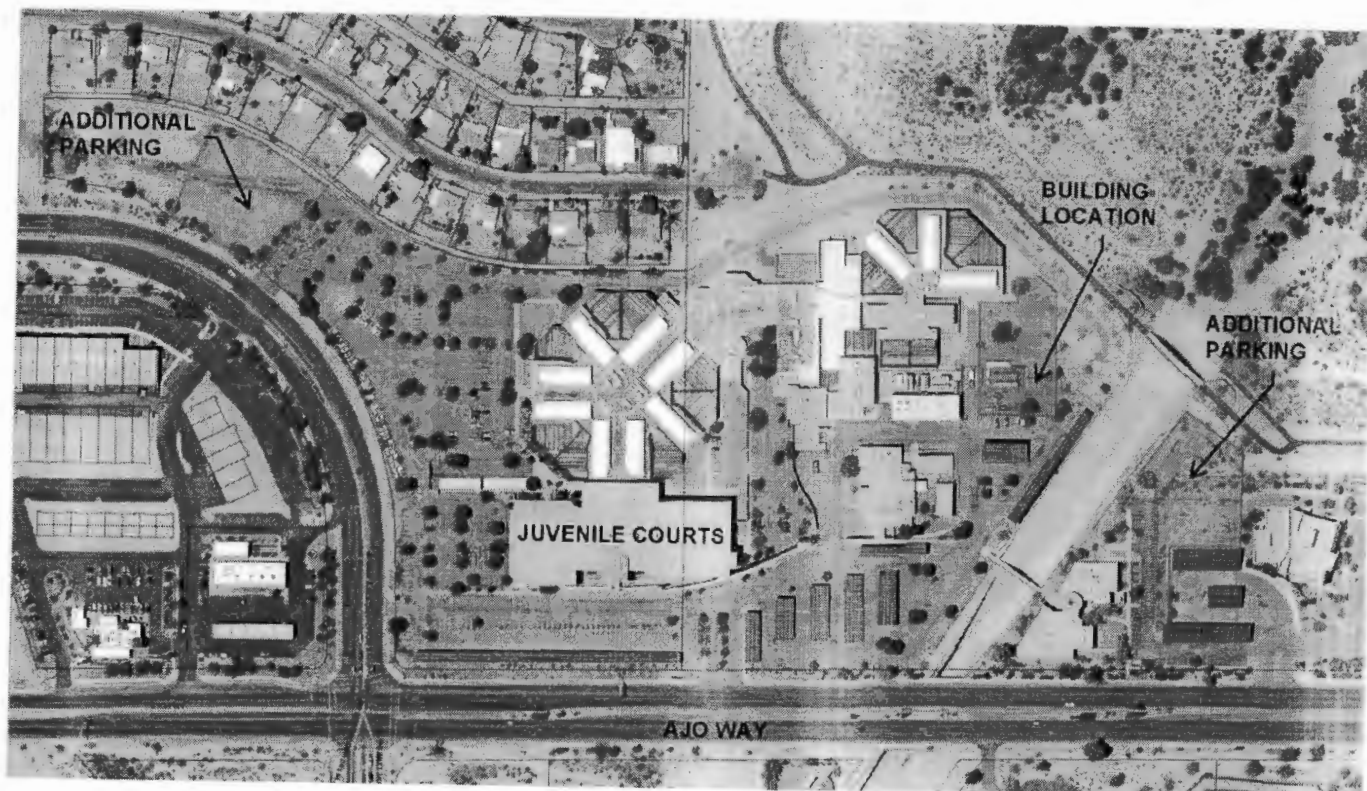
COUNTY shall provide the following items and services in support of the CONSULTANT'S work:

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager. Reproduction costs which are used for coordination purposes between the CONSULTANT's team members will not be paid for by the COUNTY.
2. Cost of reproductions for all documents required for bidding and construction, shall be with vendors having a purchase order with the COUNTY.
3. Cost of geotechnical investigations, materials testing and special inspections (as needed) based on Project requirements defined by CONSULTANT.
4. A Project Manager and Interior Designer from Facilities Management assigned to work with the CONSULTANT.
5. Any Design Standards, building Materials and Finishes Standards desired by the COUNTY; furniture design and selection.
6. Any information available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;
7. Any reports and/or mitigation regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary.
8. Apply for and pay Pima County Development Services building permit fees to include Wastewater fees and Arizona State Fire Marshal construction permit application and fees.
9. Consultation with Pima County officials as required.

**C. SERVICE CRITERIA**

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

MAP OF THE AREA



END EXHIBIT "A"

## EXHIBIT "A-1" – CADMASTER LAYERS (1 page)

Cadmaster Layers

| Name             | Color   | Linetype   | Lineweight          | Description   |
|------------------|---------|------------|---------------------|---|
| 0                | white   | Continuous | ByLineWeightDefault | Default Layer (Attribute and block Creation)  |
| A-ANNO-LEGN      | yellow  | Continuous | ByLineWeightDefault | North Arrow, Legends and Schedules text, Symbols, Graphic Scale, Etc.                   |
| A-AREA-ATTE      | green   | Continuous | ByLineWeightDefault | (Cadmaster) Room Tags   |
| A-AREA-CALC      | 30      | Continuous | ByLineWeightDefault | (Cadmaster) Area Calculations   |
| A-AREA-IDEN      | green   | Continuous | ByLineWeightDefault | (Cadmaster) Room numbers  |
| A-AREA-OCCP      | green   | Continuous | ByLineWeightDefault | (Cadmaster) Occupant or room names  |
| A-BLDG-OTLN      | green   | Continuous | ByLineWeightDefault | (Cadmaster) Partial-height walls (Walls below ceiling plane)                            |
| A-CLNG-ACCS-PANL | green   | Continuous | LineWeight020       | (Cadmaster) Ceiling Access Panels   |
| A-CLNG-EQPM      | white   | Continuous | ByLineWeightDefault | (Cadmaster) Ceiling-mounted or suspended equipment                                      |
| A-CLNG-GRID      | green   | Continuous | LineWeight020       | (Cadmaster) Acoustical ceiling grid system  |
| A-CLNG-MISC      | 8       | Continuous | LineWeight018       | (Cadmaster) Miscellaneous Line Work   |
| A-CLNG-PATT      | 8       | Continuous | LineWeight018       | (Cadmaster) Hard Ceiling Systems (ex: GWB)  |
| A-CSWK           | 100     | Continuous | ByLineWeightDefault | (Cadmaster) Built in Upper and Lower Cabinets   |
| A-DOOR           | magenta | Continuous | LineWeight020       | (Cadmaster) Exterior and interior doors   |
| A-FLOR-EVTR      | 11      | Continuous | ByLineWeightDefault | (Cadmaster) Elevator cars and equipment   |
| A-FLOR-HRAL      | magenta | Continuous | ByLineWeightDefault | (Cadmaster) balcony handrails, guardrails   |
| A-FLOR-LEVL      | 14      | Continuous | ByLineWeightDefault | (Cadmaster) Level changes,pits,depressions  |
| A-FLOR-OVHD      | blue    | DASHED2    | ByLineWeightDefault | (Cadmaster) Overhead items (skylights,over-hangs,etc.)                                  |
| A-FLOR-RAIS      | 14      | Continuous | ByLineWeightDefault | (Cadmaster) Raised floors   |
| A-FLOR-STRS      | magenta | Continuous | LineWeight015       | (Cadmaster) Stairs, escalators, ladders, and associated handrails                       |
| A-GLAZ-EXTR      | 151     | Continuous | LineWeight020       | (Cadmaster) Exterior window systems   |
| A-GLAZ-INTR      | 151     | Continuous | LineWeight020       | (Cadmaster) Interior window systems   |
| A-GLAZ-SILL      | 11      | Continuous | LineWeight018       | (Cadmaster) Window Sills  |
| A-TOIL-ACCS      | 12      | Continuous | ByLineWeightDefault | (Cadmaster) Toilet rm accessories (grab bars, paper dispensers, air dryers, etc.)       |
| A-TOIL-PART      | 12      | Continuous | ByLineWeightDefault | (Cadmaster) Toilet room partitions and privacy screens                                  |
| A-WALL-EXTR      | cyan    | Continuous | LineWeight035       | (Cadmaster) Exterior walls  |
| A-WALL-FIRE      | red     | Continuous | LineWeight035       | (Cadmaster) Fire wall assemblies  |
| A-WALL-INTR      | yellow  | Continuous | LineWeight030       | (Cadmaster) Interior walls  |
| A-WALL-PRHT      | 11      | Continuous | ByLineWeightDefault | (Cadmaster) Partial-height walls (Walls below ceiling plane)                            |
| Defpoints        | 9       | Continuous | ByLineWeightDefault | Default no-plot Layer   |
| E-ANNO-TEXT      | cyan    | Continuous | ByLineWeightDefault | (Cadmaster) Attribute text from elect objects   |
| E-ELEC-PANL      | 11      | Continuous | ByLineWeightDefault | (Cadmaster) Electrical Panels   |
| E-LITE-CLNG      | 12      | Continuous | LineWeight030       | (Cadmaster) Ceiling Light Fixture   |
| E-LITE-EXIT      | 13      | Continuous | LineWeight025       | (Cadmaster) Exit Signs  |
| F-FIRE-ALRM      | magenta | Continuous | LineWeight030       | (Cadmaster) Fire alarm panels and appliances  |
| F-FIRE-EXTI      | magenta | Continuous | LineWeight020       | (Cadmaster) fire extinguishers and Cabinets   |
| F-FIRE-LEGN      | 10      | Continuous | LineWeight030       | (Cadmaster) Evac plan, Legend, notes, etc.  |
| F-FIRE-SMOK      | 51      | Continuous | LineWeight020       | (Cadmaster) Smoke Detectors   |
| F-FIRE-SPKL      | 50      | Continuous | LineWeight030       | (Cadmaster) Sprinkler heads   |
| I-FURN-EQPM      | 11      | Continuous | ByLineWeightDefault | (Cadmaster) Wall mounted Equip. (marker / tack bds, Screens, etc)                       |
| I-FURN-MISC      | 11      | Continuous | ByLineWeightDefault | (Cadmaster) Window shades / blinds, coverings   |
| I-FURN-WALL      | red     | Continuous | ByLineWeightDefault | (Cadmaster) Systems Furniture Walls   |
| I-FURN-WKSF      | red     | Continuous | ByLineWeightDefault | (Cadmaster) Systems Furniture Work Surface  |
| M-EQPM-OTLN      | white   | Continuous | LineWeight030       | (Cadmaster) Equipment Outlines with text labels   |
| M-HVAC-CDFE      | magenta | Continuous | LineWeight040       | (Cadmaster) Ceiling Mounted Supply and return Air Grilles                               |
| P-FIXT           | 11      | Continuous | ByLineWeightDefault | (Cadmaster) Plumbing fixtures (water closets, urinals, sinks, drinking fountains, etc.) |
| S-COLS           | red     | Continuous | LineWeight040       | (Cadmaster) Columns   |
| S-GRID           | red     | CENTER2    | LineWeight018       | (Cadmaster) Column grid   |
| Viewport         | red     | Continuous | ByLineWeightDefault | Viewports   |

END EXHIBIT "A-1"

**EXHIBIT "B" - COMPENSATION SCHEDULE (40 pages)**

**1. *COST PLUS FIXED FEE SCHEDULE OF PAYMENTS***

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

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

## COMPENSATION DETAILS

### A. Cost Allocation and Ceilings

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

### B. Cost Adjustments

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

### C. Progress Payments

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

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

### E. COST ITEMS

#### 1. Hourly Billing

##### a. Hourly Billing Rates

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

##### b. Annual Salaried Professionals

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

##### c. Allowable Annual Increases

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

d. Sub consultants

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

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

e. Vacation/Holidays

- Included in firm's audited multiplier

f. Sick Time

- Included in firm's audited multiplier

g. Billing for non-productive idle time

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

2. Multipliers

- a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
- b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
- c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the consultant
- d. County will consider annual audited multipliers or fixed multipliers for the contract period

3. Travel Time

- a. Air Travel
  - Allow only for time spent on aircraft working on Pima County projects
- b. Land Travel
  - Not allowed from Phoenix Metro Area to Pima County (both ways)
  - Not allowed to and from airports
- c. Local Travel between meetings and job sites
  - Allowed

4. Expenses

- a. Mileage (Between Phoenix Metro Area and Pima County)
  - Approve at the established County mileage rate
  - Included in firm's audited multiplier or as other direct cost
  - Mileage for commuting not allowed
- b. Mileage – local
  - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
  - Included in firm's audited multiplier or as other direct cost
  - Mileage for commuting to and from work place not allowed

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

**F. INVOICING**

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



# bws | ARCHITECTS

July 27, 2018  
REV August 13, 2018  
**REV August 15, 2018**

**Pima County Procurement Department  
Design and Construction Division  
130 West Congress Street, 3<sup>rd</sup> Floor  
Tucson, Arizona 85701**

**Attn: Scott Loomis, Commodity/Contracts Officer**

**Re: Architectural and Engineering Design Services  
Pima County Defense Services Building – Juvenile Courts**

Dear Scott:

BWS Architects is pleased to present our proposal for architectural and engineering design services for the Pima County Defense Services Building – Juvenile Courts.

## Project Scope

This proposal is in accordance with the scope of work and project requirements which were included in the Solicitation for Qualifications No. 297297 and attached Contract 297297 and Exhibits A and B revised July, 2018 and distributed with the Introduction to Negotiations dated July 16, 2018.

## Project Schedule

The program confirmation, design and construction document phase duration will be about 9 months with an anticipated start date of mid-September. Per your request please see the attached preliminary schedule. Per Exhibit A, A.5, we understand that a more detailed master schedule will be developed in association between Pima County, BWS Architects and the Project Team.

## Scope of Services

Based on the Scope of Project we will provide the following services:

We will provide architectural and engineering services including structural, mechanical & plumbing, electrical, civil engineering and landscape architecture services. We will provide Access Control and Audio-Visual Systems. We will provide telecommunications systems services. We will provide design and documentation of the chiller replacement.

**BURNS WALD-HOPKINS SHAMBACH ARCHITECTS**  
261 North Court Avenue  
Tucson, Arizona 85701  
520.795.2705 Fax 520.795.6171  
[www.bwsarchs.com](http://www.bwsarchs.com)

#### Existing Conditions Survey:

We will visit the project site, photograph the existing conditions and provide site analysis. We will provide a topographic survey per Exhibit A Revised July 2018.

Program Verification: We will meet with the project team to confirm the program and functional needs of the new building including site requirements. We anticipate the space needs will be based on the program documents provided via email dated August 6, 2018 from PCFM.

Schematic Design. During this phase we will prepare a complete Schematic Design package for the building improvements, including drawings, outline specifications, building systems narratives, LEED Scorecard and an estimate of probable construction cost. We will provide an exterior rendering representing building form developed with in house software.

Design Development Phase. After review, comments and Authorization to Proceed to this phase we will develop the design to include preliminary Construction Drawings and Specifications for building system coordination and Pima County progress review. We will provide a LEED Scorecard and an estimate of probable construction cost. We will provide an exterior rendering and an interior rendering representing building form, materials and finishes developed with in house software.

Construction Document Phase. We will prepare Construction Drawings and Specifications, including a review sets at 95% and 50% completion for progress review and quality control. We will prepare estimates of probable cost for these submittals and recommend bid alternates as appropriate. We will provide a LEED Scorecard.

Permitting and Bidding. We will assist Pima County in submittal of documents to appropriate agencies including Pima County Development Services and the Arizona State Fire Marshal. We will incorporate review comments and revisions into the final Construction Documents. We will assist Pima County in their procurement process, attend the Pre-Bid meeting, respond to Bidders' questions and prepare addenda as required.

Construction Administration. We will attend regular construction meetings and prepare meeting minutes. We anticipate construction to take approximately 12 months and we have included about 48 on-site construction meetings.

We will review shop drawings and submittals and contractor proposals, if required. We will also respond to Requests for Information. We will review close out documents including Contractor-provided as-built drawings and provide Record Drawings based upon the Contractor provided "As-built" drawings.

**A. Compensation:**

A Cost Plus Fixed Fee of **\$456,023** per the attached Fee Development Worksheets and distributed as follows:

|   |                  |
|---|------------------|
| Existing Conditions Survey (including topographical survey) | \$13,663         |
| Program Verification  | \$9,554          |
| Schematic Design  | \$54,459         |
| Design Development  | \$95,064         |
| Construction Documents                                      | \$128,026        |
| Bidding and Permitting                                      | \$20,543         |
| <u>Construction Administration:</u>                         | <u>\$134,714</u> |
| <b>Total:</b>   | <b>\$456,023</b> |

**B. Reimbursable Expenses:** Miscellaneous direct expenses such as printing, copying, shipping, mileage, etc. will be billed additionally at cost per Exhibit B Compensation Schedule. We have anticipated no hard copy sets will be required by Pima County at any submittal. We have estimated printing costs for presentations at SD and DD and printing for quality control. We anticipate those costs to be less than \$2,000 (See attached Reimbursable Spreadsheet and ARC Pricing List). We estimate all reimbursable costs for the projects not to exceed, **\$5,000**.

**C. Design Fee Contingency:** As requested we will include a not to exceed allowance for Pima County's use to cover any unforeseen design team services not yet defined.

**Design Fee Contingency at 6%:** **\$27,661**

**GRAND TOTAL:** **\$488,684**

**B. Additional Services**

Services beyond those specifically identified above will be considered Additional Services and will be compensated additionally at an hourly rate or as negotiated. Services might include:

- Hazardous Material Testing
- Revisions to previously approved drawings
- Significant increases in project scope
- Sewer lift pump design
- Active rain water harvesting
- Full Fire Sprinkler hydraulic calculations or piping/head layout (Performance Based Design Provided per PC SOW)
- LEED Documentation for Certification (LEED Scorecard will be provided per PC SOW)
- Assistance with utility rebates
- Energy model to estimate energy use or life cycle cost estimates
- Commissioning services (See Optional Services below)
- Professional Grade Renderings or Models (see Optional Services below)

### C. Hourly Rates

Please see attached schedule of hourly rates for the architectural engineering team.

### D. Optional Services

1. Professional Renderings and Models: We have included renderings as indicated above based on our in-house software. Fees for professional grade photo realistic renderings or scale physical models are available upon request.

2. Commissioning: We will Code Required Commissioning. Please note that this can be specified and provided as a requirement of the general contractor using the engineer of record or a certified commissioning agent.

**Compensation: A Cost Plus Fixed Fee of \$16,000**

#### Owner-furnished Services

We understand that the Pima County will be responsible for the following services:

Interior Design Services including Interiors Furniture, Fixtures and Equipment (AE will design and specify building lighting and plumbing fixtures)  
Hazardous Materials Testing  
Geotechnical Testing and Recommendations  
Environmental assessments  
Payment of all permits and fees  
Construction testing and special inspections  
Printing of Construction Documents for permitting, bidding and construction purposes

Scott, we trust that this proposal addresses the requirements of your project, but please feel free to comment if you have any questions. We look forward to receiving your approval for this proposal.

Sincerely,

BWS Architects



Robin Shambach AIA LEED AP  
Principal

August 15, 2018  
Pima County  
Defense Services - Juvenile Courts  
FEE SUMMARY

**BASIC SERVICES**

**BWS Architects** **\$201,194**

**Consultants**

KC MECH \$40,500

MEI Electrical/IT \$70,086

Grenier Structural \$32,542

Grenier (Civil including Hydrology) \$32,504

McGann (Landscape) \$19,900

Compusult Estimating \$31,514

Grenier (Survey) \$7,214

Chiller Replacement \$12,600

Access Control/ AV Systems \$7,969

**Subtotal Consultants Fee** **\$254,829**

**Total** **\$456,023**

**Reimbursable Expenses** **\$5,000**

**Total** **\$461,023**

**Design Fee Contingency @6%** **\$27,661**

**GRAND TOTAL** **\$488,684**

**BWS Architects**

|                          |       |
|--------------------------|-------|
| Principal                | \$140 |
| Project Designer         | \$140 |
| Project Manager          | \$119 |
| Sr. Project Architect    | \$111 |
| Project Architect        | \$106 |
| Project Coordinator      | \$93  |
| Specifier/Cost Estimator | \$94  |
| Architectural Designer   | \$71  |
| Admin/Clerical           | \$73  |

**McGann & Associates (Landscape)**

|                                   |       |
|-----------------------------------|-------|
| Principal/Landscape Architect     | \$135 |
| Registered Landscape Architect/PM | \$100 |
| Landscape Designer                | \$75  |
| CAD Technician                    | \$58  |
| Administrative                    | \$55  |

**Monrad Engineering (Electrical)**

|                    |       |
|--------------------|-------|
| Principal Engineer | \$200 |
| Senior Designer    | \$105 |
| Drafter            | \$95  |
| Clerical           | \$81  |

**KC Mechanical (Mechanical)**

|                       |       |
|-----------------------|-------|
| Professional Engineer | \$160 |
| Design Engineer       | \$120 |
| Designer              | \$90  |
| Drafter               | \$70  |
| Clerical              | \$55  |

**Grenier (Structural & Civil)**

|                  |       |
|------------------|-------|
| Principal        | \$120 |
| Project Manager  | \$98  |
| Project Engineer | \$91  |
| Senior Designer  | \$67  |
| Drafter          | \$53  |

**Compusult (Specifier/Estimator)**

|               |       |
|---------------|-------|
| Sr. Estimator | \$100 |
|---------------|-------|

| <b>Date:</b> 07/26/18<br><b>Project:</b> Pima County Defense Services - Juvenile Court<br><b>BWS Architects</b> |                  |                  |                   |                  |                        |                 |                   |
|---|------------------|------------------|-------------------|------------------|------------------------|-----------------|-------------------|
| ITEM  | Principal        | Project Designer | Project Architect | Specifier        | Architectural Designer | Admin/Cerical   | TOTALS            |
| Hourly Rate   | 51.00            | 51.00            | 40.38             | 34.23            | 25.84                  | 26.66           |                   |
| Existing Conditions Survey  | 2                | 3                | 4                 | 2                | 8                      | 1               | 20                |
| Program Verification  | 8                | 12               | 8                 | 2                | 8                      | 2               | 40                |
| Schematic Design  | 30               | 80               | 50                | 20               | 40                     | 8               | 228               |
| Design Development  | 40               | 60               | 180               | 30               | 80                     | 8               | 398               |
| Construction Documentation:   |                  |                  |                   |                  |                        |                 |                   |
| 50% CD Review Documents   | 20               | 20               | 120               | 20               | 90                     | 2               | 272               |
| 90% CD Review Documents   | 20               | 20               | 120               | 12               | 40                     | 2               | 214               |
| Permit/Bid Documents  | 5                | 4                | 20                | 8                | 20                     | 2               | 59                |
| Bidding and Negotiation   | 5                | 4                | 30                | 16               | 16                     | 6               | 77                |
| Construction Administration   | 38               | 32               | 344               | 72               | 24                     | 8               | 518               |
| Record Drawings   | 2                | 0                | 16                | 8                | 16                     | 4               | 46                |
| <b>Total Hours</b>  | <b>170</b>       | <b>235</b>       | <b>892</b>        | <b>190</b>       | <b>342</b>             | <b>43</b>       | <b>1,872</b>      |
| LABOR EXTENSION   | \$ 8,670         | \$ 11,985        | \$ 36,019         | \$ 6,504         | \$ 8,837               | \$ 1,146        | \$ 73,161         |
| Overhead 1 + 1.50   | \$ 13,005.00     | \$ 17,977.50     | \$ 54,028.44      | \$ 9,755.55      | \$ 13,255.92           | \$ 1,719.57     | \$ 109,742.0      |
| SUB-TOTAL LABOR   | \$ 21,675.0      | \$ 29,962.5      | \$ 90,047.4       | \$ 16,259.3      | \$ 22,093.2            | \$ 2,866.0      | \$ 182,903.30     |
| PROFIT @ 10%  | \$ 2,167.50      | \$ 2,996.25      | \$ 9,004.74       | \$ 1,625.93      | \$ 2,209.32            | \$ 286.60       | \$ 18,290         |
| <b>TOTAL</b>  | <b>\$ 23,843</b> | <b>\$ 32,959</b> | <b>\$ 99,052</b>  | <b>\$ 17,885</b> | <b>\$ 24,303</b>       | <b>\$ 3,153</b> | <b>\$ 201,194</b> |



August 16, 2018

Ms. Robin Shambach, AIA  
Burns Wald-Hopkins Shambach Architects  
261 North Court Ave.  
Tucson, Arizona 85701

Re: Pima County Defense Services Building

Dear Robin,

Thank you for requesting a professional fee proposal from KC Mechanical Engineering for the above referenced project. Our scope of services shall include the Engineering, Design, Drafting, Specifications, and Construction Administration for the mechanical and plumbing systems for this 25,000 sf 2-story office building that has a construction budget of \$4.1 million for 40 attorneys and 35 support staff and includes connecting to the existing central plant. An additional \$450,000 construction budget is included to replace the existing chillers. This proposal includes the following:

1. Attending design meetings.
2. Field verification of existing visible conditions in the central plant.
3. Design to replace the existing water cooled chillers within this central plant.
4. COMcheck envelope and mechanical report to document compliance with the IECC.
5. Cooling/heating/ventilation calculations and mechanical design using variable air volume air handlers with chilled and heating water connected to the existing central plant. VAV terminal units with hot water re-heat will be designed for individual zone temperature controls. The mechanical control system will be designed and connected to the County's main system.
6. Plumbing design will include fixtures for the toilet rooms, mop basins, drinking fountains, and sinks as needed. Water and sewer will be designed to all the fixtures and routed outside the building to utilities designed by the civil engineer.
7. Program Verification services will include a narrative of the mechanical, plumbing, and fire sprinkler systems for estimating purposes.
8. Schematic Design, Design Development, and Construction Documents will be provided based on the Design Services Detail in the County's Scope of Professional Services.
9. Construction administration will include responding to the contractor's RFIs, review of equipment and material data submittals, and approximately (5) site observation visit/report. Commissioning services will also be provided for the new mechanical systems. Record Drawings will be provided based on the contractor's field redlines.



We are proposing a lump sum fee distributed as follows:

|                               |                    |
|-------------------------------|--------------------|
| Program Verification          | \$ 2,800.00        |
| Schematic Design              | \$ 8,700.00        |
| Design Development            | \$10,400.00        |
| Construction Documents        | \$13,300.00        |
| Construction Administration   | \$ 5,300.00        |
| <b>Total Professional Fee</b> | <b>\$40,500.00</b> |

**Documents to Replace Chillers**      **\$12,600.00**  
Excludes the required electrical engineering

**Commissioning**      **\$16,000.00**  
Note that commissioning can be provided by the contractor and bid using the engineer of record or certified commissioning agent.

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

- A. Testing or air flow measurements of the existing mechanical equipment.
- B. Camera inspection of the existing sewer to verify existing routing, inverts, and condition.
- C. Mechanical design using a central chilled water, condenser water, or variable refrigerant system.
- D. Solar hot water system, rain water harvesting system, or grey water system design.
- E. Civil utility design for water and sewer connections to public mains.
- F. Water booster pump, sewer lift pump, or fire pump design.
- G. Fire sprinkler hydrant flow test, hydraulic calculations, and piping/head layout.
- H. Construction cost estimating.
- I. Energy model to estimate energy use and life cycle cost estimates.
- J. LEED, Energy Star, or Green Globes Certification or evaluation.

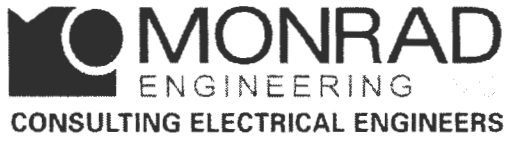
If this proposal is acceptable, please sign and return a copy to our office. We look forward to working with your office on this project.

Sincerely,  
KC Mechanical Engineering, LLC



Kenneth M. Cawthorne, PE





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



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

25 July 2018 (Revised 10 August 2018)

BWS  
261 N. Court Avenue  
Tucson, AZ 85701

Attention: Mrs Robin Shambach

Subject: Pima County Defense Services Building – Electrical, Fire Alarm,  
Telecommunications, Access Control, and Audio Video Engineering

Gentlemen:

As requested, we submit for your approval our cost proposal for the subject project. We include the following items:

- Task Description, Manhour Estimate and Fee Breakdown.

In accordance with our discussions and communications to date, Monrad Engineering, Inc. confirms that our service includes the following project Scope of Services:

**BASIC DESIGN, BIDDING, and CA SERVICES for Electrical**

Electrical: Power, lighting, site lighting, fire alarm, and telecommunications engineering services as outlined in Pima County Scope of Professional Services dated 16 July 2018 Exhibit A, and Exhibit B. Telecommunications includes equipment racks, patch panels, jacks, cabling, pathways, and spaces

For performing these services, we are requesting an hourly not to exceed task order in the amount of \$ 70,086

**OPTIONAL ADDITIONAL DESIGN, BIDDING, and CA SERVICES  
for Access Control & Audio Video Systems**

Access control, audio, and video engineering services as outlined in Pima County Scope of Professional Services dated 16 July 2018 Exhibit A, and Exhibit B. Audio Video systems design is for simple systems in small conference and small meeting rooms and includes audio/video equipment, cabling, and pathways. Access control includes door controller, door lock power supplies, Lan module, card reader, cabling, and pathways.

For performing these services, we are requesting an hourly not to exceed task order in the amount of \$ 7,969

Very truly yours,  
MONRAD ENGINEERING, INC.



\_\_\_\_\_  
Fernando Galvez, P.E., RCDD, CTM

APPROVED:

\_\_\_\_\_  
BWS Architects

\_\_\_\_\_  
Date

Date: 25 July 2018 (Revised 10 August 2018)

Project: Pima County Defense Services Building

Monrad Engineering, Inc.

BASIC SERVICES Electrical: Power, Lighting, Site Lighting, Fire Alarm, Telecommunications

| ITEM                        | Principal        | Project Manager | Project Engineer | Senior Designer | Designer | Drafter      | Admin/Cerical | TOTALS           |
|-----------------------------|------------------|-----------------|------------------|-----------------|----------|--------------|---------------|------------------|
| Hourly Rate                 | 69.35            | 0.00            | 0.00             | 36.43           | 0.00     | 32.96        | 28.11         |                  |
| Existing Conditions Survey  | 8                | 0               | 0                | 8               | 0        | 0            | 0             | 16               |
| Program Verification        | 11               | 0               | 0                | 22              | 0        | 0            | 7             | 40               |
| Schematic Design            | 14               | 0               | 0                | 28              | 0        | 28           | 5             | 75               |
| Design Development          | 15               | 0               | 0                | 28              | 0        | 48           | 0             | 91               |
| Construction Documentation: |                  |                 |                  |                 |          |              |               |                  |
| 50% CD Review Documents     | 20               | 0               | 0                | 32              | 0        | 48           | 10            | 110              |
| 90% CD Review Documents     | 10               | 0               | 0                | 22              | 0        | 32           | 12            | 76               |
| Permit/Bid Documents        | 7                | 0               | 0                | 11              | 0        | 30           | 6             | 54               |
| Bidding and Negotiation     | 7                | 0               | 0                | 11              | 0        | 8            | 5             | 31               |
| Construction Administration | 23               | 0               | 0                | 46              | 0        | 8            | 5             | 82               |
| Record Drawings             | 1                | 0               | 0                | 2               | 0        | 17           | 0             | 20               |
| <b>Total Hours</b>          | <b>116</b>       | <b>0</b>        | <b>0</b>         | <b>210</b>      | <b>0</b> | <b>219</b>   | <b>50</b>     | <b>595</b>       |
| LABOR EXTENSION             | \$ 8,045         | \$ -            | \$ -             | \$ 7,650        | \$ -     | \$ 7,218     | \$ 1,406      | \$ 24,319        |
| Overhead (162%)             | \$ 13,032        |                 |                  | 12393           |          | 11694        | 2277          | \$ 39,396.2      |
| SUB-TOTAL LABOR             | \$ 21,077        |                 |                  | 20044           |          | 18912        | 3682          | \$ 63,715        |
| PROFIT @ 10%                | \$ 2,108         |                 |                  | 2004            |          | 1891         | 368           | \$ 6,371         |
| <b>TOTAL</b>                | <b>\$ 23,185</b> |                 |                  | <b>22048</b>    |          | <b>20803</b> | <b>4051</b>   | <b>\$ 70,086</b> |

**BROAD VISION.  
PROFESSIONALLY MANAGED.  
PROVEN EXCELLENCE.**

**MONRAD**  
ENGINEERING INC  
CONSULTING ELECTRICAL ENGINEERS

Date: 9 August 2018 (Revised 10 August 2018)

Project: Pima County Defense Services Building

Monrad Engineering, Inc.

OPTIONAL ADDITIONAL SERVICES: Access Control & Audio/Video Systems

| ITEM                        | Principal       | Project Manager | Project Engineer | Senior Designer | Designer | Drafter     | Admin/Cerical | TOTALS          |
|-----------------------------|-----------------|-----------------|------------------|-----------------|----------|-------------|---------------|-----------------|
| Hourly Rate                 | 69.35           | 0.00            | 0.00             | 36.43           | 0.00     | 32.96       | 28.11         |                 |
| Existing Conditions Survey  |                 | 0               | 0                |                 | 0        | 0           | 0             | 0               |
| Program Verification        | 1               | 0               | 0                | 3               | 0        | 0           | 1             | 5               |
| Schematic Design            | 2               | 0               | 0                | 4               | 0        | 3           | 1             | 10              |
| Design Development          | 1               | 0               | 0                | 4               | 0        | 8           | 0             | 13              |
| Construction Documentation: |                 |                 |                  |                 |          |             |               |                 |
| 50% CD Review Documents     | 4               | 0               | 0                | 4               | 0        | 8           | 2             | 18              |
| 90% CD Review Documents     | 2               | 0               | 0                | 2               | 0        | 4           |               | 8               |
| Permit/Bid Documents        | 1               | 0               | 0                | 1               | 0        | 0           | 0             | 2               |
| Bidding and Negotiation     | 1               | 0               | 0                | 1               | 0        | 0           | 1             | 3               |
| Construction Administration | 1               | 0               | 0                | 2               | 0        | 0           | 1             | 4               |
| Record Drawings             | 1               | 0               | 0                | 1               | 0        | 2           | 0             | 4               |
| Total Hours                 | 14              | 0               | 0                | 22              | 0        | 25          | 6             | 67              |
| LABOR EXTENSION             | \$ 971          | \$ -            | \$ -             | \$ 801          | \$ -     | \$ 824      | \$ 169        | \$ 2,765        |
| Overhead (162%)             | \$ 1,573        |                 |                  | 1298            |          | 1335        | 273           | \$ 4,479.3      |
| SUB-TOTAL LABOR             | \$ 2,544        |                 |                  | 2100            |          | 2159        | 442           | \$ 7,244        |
| PROFIT @ 10%                | \$ 254          |                 |                  | 210             |          | 216         | 44            | \$ 724          |
| <b>TOTAL</b>                | <b>\$ 2,798</b> |                 |                  | <b>2310</b>     |          | <b>2375</b> | <b>486</b>    | <b>\$ 7,969</b> |

**BROAD VISION.  
PROFESSIONALLY MANAGED.  
PROVEN EXCELLENCE.**

**MONRAD**  
ENGINEERING INC.  
CONSULTING ELECTRICAL ENGINEERS



# **GRENIER ENGINEERING, INC.**

## **Professional Engineering Consultants**

August 8, 2018

BWS Architects  
Attn: Robin Shambach  
261 North Court Avenue  
Tucson, Arizona 85701

Scope of Work: Pima County Defense Services Building – Juvenile Courts - Revised

Compensation:

Structural – Schematic Design - \$ 4090  
Design Development - \$ 7806  
50% CD – \$ 6290  
90% CD – \$ 5775  
Permit/Bid Documents – \$ 2017  
Bidding & Negotiation – \$ 577  
Construction Administration – \$ 5480  
Record Drawings – \$ 507  
Total = \$ 32,542

Civil – Existing Conditions Survey & Review– \$ 7214  
Hydrology Report - \$ 7900  
Schematic Design - \$ 2730  
Design Development - \$ 5164  
50% CD – \$ 5860  
90% CD – \$ 5970  
Permit/Bid Documents – \$ 1835  
Bidding & Negotiation – \$ 195  
Construction Administration – \$ 2540  
Record Drawings – \$ 310  
Total = \$ 39,718

Scope of Work:

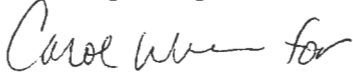
As stated in Exhibit “A” – Scope of Services for the new Defense Services Building – Juvenile Courts, located at the County Juvenile Complex near South Kino Parkway and East Ajo, as prepared by Pima County Facilities Management, New Building Services Division, we will provide the following engineering services:

Structural Engineering services will include standard structural design for the primary building elements of a 25,000 square foot maximum, two story building (roof framing, walls, foundations and lateral load resisting systems) as well as miscellaneous site walls and retaining walls if required.

Civil Engineering Services will include standard civil design services for this new building to be located immediately east of the central plant on the existing campus, and two remote parking lots. Our services will include providing an Existing Conditions Survey with Topo (to be provided by our sub-consultant); coordination of the Drainage Report (to be provided by our sub-consultant); civil site plan; and grading and drainage design and plans. Onsite utility design for sewer and water picking up 5’ from the proposed building and providing service lines to connection points of existing public water and sewer (assumed to be nearby the proposed building) and plans including capacity verification will be provided. GEI will coordinate with utility company, project architect and MEP engineer to show proposed gas and electrical facilities for reference on the site plan but design of these utilities is expected to be performed by the project MEP engineer. In addition, a horizontal control plan and the storm water pollution prevention plan (SWPPP) will be prepared.

Both Structural and Civil Engineering Services include Schematic Design Phase; Design Development Phase; Construction Documents Phase; Bidding and Negotiation Phase; Construction Administration and providing Record Drawings (Note: Record Drawings will be provided based upon marked-up / redlined record drawings, addenda, change orders and other data furnished by the Contractor or other third parties, and may include unverified information provided by other parties, which Grenier Engineering, Inc. has assumed to be reliable, however Grenier Engineering Inc. will not warrant the accuracy of the Record Drawings).

Sincerely,  
**Grenier Engineering, Inc.**



John E. Grenier, P.E.  
President



| <b>Date:</b>                |                  | <b>Juvenile Courts</b> |                         |                        |                 |                |                      | <b>STRUCTURAL</b> |  |
|-----------------------------|------------------|------------------------|-------------------------|------------------------|-----------------|----------------|----------------------|-------------------|--|
| <b>Project</b>              |                  |                        |                         |                        |                 |                |                      |                   |  |
| <b>ITEM</b>                 | <b>Principal</b> | <b>Project Manager</b> | <b>Project Engineer</b> | <b>Senior Designer</b> | <b>Designer</b> | <b>Drafter</b> | <b>Admin/Cerical</b> | <b>TOTALS</b>     |  |
| Hourly Rate                 | 54               | 44                     | 41                      | 28                     | 18              | 28             |                      |                   |  |
| Existing Conditions Survey  | 0                | 0                      | 0                       | 0                      | 0               |                | 0                    | 0                 |  |
| Program Verification        | 0                | 0                      | 0                       | 0                      | 0               | 0              | 0                    | 0                 |  |
| Schematic Design            | 12               | 12                     | 4                       | 6                      | 3               | 10             | 0                    | 47                |  |
| Design Development          | 14               | 24                     | 7                       | 14                     | 7               | 32             | 0                    | 98                |  |
| Construction Documentation: |                  |                        |                         |                        |                 |                |                      |                   |  |
| 50% CD Review Documents     | 6                | 17                     | 7                       | 10                     | 4               | 40             | 0                    | 84                |  |
| 90% CD Review Documents     | 6                | 20                     | 7                       | 10                     | 4               | 27             | 0                    | 74                |  |
| Permit/Bid Documents        | 4                | 8                      | 4                       | 0                      | 2               | 5              | 0                    | 23                |  |
| Bidding and Negotiation     | 4                | 1                      | 0                       | 0                      | 0               | 0              | 0                    | 5                 |  |
| Construction Administration | 8                | 36                     | 11                      | 0                      | 0               | 0              | 0                    | 55                |  |
| Record Drawings             | 0                | 2                      | 0                       | 0                      | 0               | 6              | 0                    | 8                 |  |
| <b>Total Hours</b>          | <b>54</b>        | <b>120</b>             | <b>40</b>               | <b>40</b>              | <b>20</b>       | <b>120</b>     | <b>0</b>             | <b>394</b>        |  |
| LABOR EXTENSION             | \$ 2,900         | \$ 5,330               | \$ 1,635                | \$ 1,120               | \$ 360          | \$ 3,300       | #VALUE!              | \$ 14,646         |  |
| Overhead (102%)             | \$ 2,958.35      | \$ 5,437.01            | \$ 1,667.50             | \$ 1,142.40            | \$ 367.20       | \$ 3,366.00    | #VALUE!              | \$ 14,938.5       |  |
| SUB-TOTAL LABOR             | \$ 5,859         | \$ 10,767              | \$ 3,302                | \$ 2,262               | \$ 727          | \$ 6,666       |                      | \$ 29,583.99      |  |
| PROFIT @ 10%                | \$ 585.87        | \$ 1,076.74            | \$ 330.23               | \$ 226.24              | \$ 72.72        | \$ 666.60      |                      | \$ 2,958          |  |
| <b>TOTAL</b>                |                  |                        |                         |                        |                 |                | <b>\$</b>            | <b>32,542</b>     |  |

| Date:                          |             |                 |                  |                 |          |             |               |                  |
|--------------------------------|-------------|-----------------|------------------|-----------------|----------|-------------|---------------|------------------|
| Project                        |             | Juvenile Courts |                  |                 |          |             | CIVIL         |                  |
| ITEM                           | Principal   | Project Manager | Project Engineer | Senior Designer | Designer | Drafter     | Admin/Cerical | TOTALS           |
| Hourly Rate                    | 54          | 44              | 41               | 30              | 0        | 24          | 0             |                  |
| Existing Conditions Survey (1) | 59          | 1               | 0                | 2               | 0        | 0           | 0             | 62               |
| Hydrology (2)                  | 66          | 0               | 0                | 0               | 0        | 0           | 0             | 66               |
| Schematic Design               | 3           | 12              | 0                | 18              | 0        | 0           | 0             | 33               |
| Design Development             | 4           | 22              | 0                | 30              | 0        | 10          | 0             | 66               |
| Construction Documentation:    |             |                 |                  |                 |          |             |               |                  |
| 50% CD Review Documents        | 2           | 24              | 0                | 38              | 0        | 14          | 0             | 78               |
| 90% CD Review Documents        | 2           | 24              | 0                | 38              | 0        | 16          | 0             | 80               |
| Permit/Bid Documents           | 1           | 8               | 0                | 14              | 0        | 0           | 0             | 23               |
| Bidding and Negotiation        | 0           | 2               | 0                | 0               | 0        | 0           | 0             | 2                |
| Construction Administration    | 0           | 26              | 0                | 0               | 0        | 0           | 0             | 26               |
| Record Drawings                | 0           | 1               | 0                | 0               | 0        | 4           | 0             | 5                |
| <b>Total Hours</b>             | <b>137</b>  | <b>120</b>      | <b>0</b>         | <b>140</b>      | <b>0</b> | <b>44</b>   | <b>0</b>      | <b>441</b>       |
| LABOR EXTENSION                | \$ 7,358    | \$ 5,330        | \$ -             | \$ 4,130        | \$ -     | \$ 1,056    | #VALUE!       | \$ 17,875        |
| Overhead (102%)                | \$ 7,505.44 | \$ 5,437.01     | \$ -             | \$ 4,212.60     | \$ -     | \$ 1,077.12 | #VALUE!       | \$ 18,232.2      |
| SUB-TOTAL LABOR                | \$ 14,864   | \$ 10,767       | \$ -             | \$ 8,343        | \$ -     | \$ 2,133    | #VALUE!       | \$ 36,106.83     |
| PROFIT @ 10%                   | \$ 1,486.37 | \$ 1,076.74     | \$ -             | \$ 834.26       | \$ -     | \$ 213.31   | #VALUE!       | \$ 3,611         |
| <b>TOTAL</b>                   |             |                 |                  |                 |          |             |               | <b>\$ 39,718</b> |

Notes: (1) This category is for our sub-consultant to provide Boundary & Topo Survey.

(2) This category is for our sub-consultant to provide the required Hydrology Report



# McGann & Associates

Landscape Architects and Planners

6814 North Oracle Road, Suite 210, Tucson AZ 85704 Tel: 520-297-9540 Fax: 520-297-9545 www.mcgannland.com

July 27, 2018

Robin Shambach  
BWS Architects  
261 North Court Avenue  
Tucson, Arizona 85701

**Ref: Agreement between Landscape Architect and Client  
Pima County Juvenile Courts – Defense Services Building (Pima County), Arizona**

Dear Robin,

McGann & Associates (the Landscape Architect) is pleased to submit this proposal for professional landscape architectural services related to the **Pima County Juvenile Courts Defense Services Building Project** (the Project). The services to be provided to BWS Architects (the Client) and the conditions of this proposal are as outlined herein. When signed and executed by both parties, this document shall serve as an Agreement between Landscape Architect and Client.

## **PROJECT DESCRIPTION**

The landscape architectural component of this project involves the preparation of construction documents for landscape, irrigation, and related site improvements for a new building to be constructed on the Pima County Juvenile Courts campus located near the intersection of Ajo Way and Kino Boulevard in Tucson, Arizona. The project work is being performed for the Pima County Facilities Management Department (the Owner).

## **SERVICES TO BE PROVIDED BY MCGANN & ASSOCIATES INC.**

### **Task One: Existing Conditions Survey**

McGann & Associates will visit the project site to become familiar with the existing site conditions and conditions that will impact the landscape, irrigation, and related site development. The existing site conditions will be documented with photographs and other field notes.

### **Task Two: Program Verification**

Program verification work will be performed by Others.

### **Task Three: Schematic Design Submittal**

McGann & Associates will visit the project site, meet with BWS Architects, and prepare Schematic Design documents for the proposed landscape and irrigation improvements. The submittal will consist of preliminary plans for the landscape and irrigation improvements. One (1) set of .pdf files of the Schematic Design Documents will be provided to the Client.

### **Task Four: Design Development and Native Plant Preservation Plan Submittal**

McGann & Associates will integrate comments received from the Client and Owner related to the Schematic Design documents and will prepare Design Development documents for the proposed landscape and irrigation improvements. The submittal will consist of updated plans, details, and draft specifications. One (1) set of .pdf files of the Design Development documents will be provided to the Client.

### **Tasks Five and Six: Preliminary (50%) and Pre-Final (90%) Construction Document Submittals**

McGann & Associates will integrate comments received from the Client and Owner related to the Design Development documents and will prepare preliminary (50%) and pre-final (90%) Construction Documents for the proposed landscape and irrigation improvements. The submittals will consist of plans, details, and specifications for the landscape and irrigation improvements. One (1) set of .pdf files of the Preliminary and Pre-Final Construction Documents will be provided to the Client.

**Task Seven: Final (100%) Sealed Construction Document Submittal**

McGann & Associates will integrate comments received from the Client and Owner related to the Preliminary and Pre-Final Construction Document submittals and will prepare Final Sealed Construction Documents for the proposed landscape and irrigation improvements. The submittal will consist of sealed plans, details, and specifications for the landscape and irrigation improvements. One (1) set of .pdf files of the sealed Construction Documents will be provided to the Client.

**Task Eight: Services During Bidding**

McGann and Associates will provide services during project bidding. Services will consist of:

- The provision of responses to Bidder questions related to documents prepared by the Landscape Architect.
- Preparation of written addenda related to documents prepared by the Landscape Architect as may be required.

One (1) sealed original of each addendum prepared by the firm will be provided to the Client.

**Task Nine: Services During Construction**

McGann & Associates will provide services during project construction. Services will consist of:

- Review of the Construction Contractor's specified landscape and irrigation submittals.
- Preparation of written responses to Construction Contractor Requests for Information (RFI's).
- Up to six (6) visits to the project site, including visits at Substantial and Final Completion.
- Preparation of a brief summary of findings report in conjunction with each site visit.
- Prepare record drawings based upon as-built information provided by the Contractor.

One (1) original of each site visit report will be provided to the Client.

One (1) set of .pdf files of the As-built construction documents will be provided to the Client.

**INFORMATION AND SERVICES TO BE PROVIDED BY BWS ARCHITECTS**

The Client shall provide the following information and services or shall be responsible for the acquisition of specified information and services from the Owner and/or other project consultants. All drawings shall be provided in digital (.dwg) file format.

- Drawing showing property lines, easements, and other boundaries impacting landscape development.
- Drawing showing existing site topography.
- Drawing showing the location of existing buildings, structures, utilities, and other site improvements.
- Drawing showing proposed new buildings, structures, utilities, and other site improvements.
- Drawing showing proposed site grading, paving, drainage structures and related site development.
- Coordination with the Project Owner.
- Coordination with other parties / agencies / neighborhood associations / etc., if applicable.
- Coordination of submittals to reviewing agencies including payment of applicable fees.
- Acquisition of permits as may be required for construction of the proposed improvements.
- Payment of all applicable permit fees.
- Landscape and irrigation construction budget information, as applicable.

**PROJECT SCHEDULE**

All work outlined above will be completed in accordance with a schedule to be prepared jointly by the Landscape Architect and the Client.

**FEES AND PAYMENT**

McGann & Associates' fees for services identified above shall be as follows:

|   |    |          |
|---|----|----------|
| Task 1: Existing Conditions Survey.....       | \$ | 525.00   |
| Task 2: Program Verification (By Others)..... | \$ | 0.00     |
| Task 3: Schematic Design.....                 | \$ | 1,900.00 |
| Task 4: Design Development and NPPP.....      | \$ | 3,900.00 |
| Task 5: 50% Construction Documents.....       | \$ | 5,050.00 |

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July 25, 2018  
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|  |           |                  |
|--|-----------|------------------|
| Task 6: 90% Construction Documents .....         | \$        | 3,900.00         |
| Task 7: 100% Sealed Construction Documents ..... | \$        | 1,250.00         |
| Task 8: Services during Bidding .....            | \$        | 300.00           |
| Task 9: Services during Construction .....       | \$        | 3,075.00         |
| <b>Total:</b> .....                              | <b>\$</b> | <b>19,900.00</b> |

Invoices will be submitted monthly with invoiced amounts based on percentage of project completion.  
Payment shall be due within 30 days of receipt of invoice.

**EXCLUSIONS**

Specifically excluded from the Landscape Architect's scope of work are:

- Professional design services required by statute or regulation to be performed by other professionals such as electrical engineer, structural engineer, or geotechnical engineer.
- Special studies, investigations, reports, or documents not specifically identified herein.

**ADDITIONAL SERVICES**

McGann & Associates Inc. will provide project related services other than those identified above if requested in writing by the Client. Such services shall be considered Additional Services. McGann & Associates' fees for Additional Services shall be based on an amendment to this Agreement or on the firm's standard hourly rates ranging from \$55.00 to \$135.00 per hour. Expenses incurred in conjunction with the provision of Additional Services shall be reimbursed at cost.

**ACCEPTANCE**

Robin, Please acknowledge your acceptance of this proposal, including Attachment A, by signing the attached copy and returning it to my attention at the address on the above letterhead. We look forward to working with you on this project.

Sincerely,

  
Donald K. McGann  
McGann & Associates Inc.

BWS Architects

McGann & Associates Inc.

By: \_\_\_\_\_  
Authorized Signature

By:  \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signer's Name (Typed or Printed)

DONALD MCGANN  
\_\_\_\_\_  
Signer's Name (Typed or Printed)

Title: \_\_\_\_\_

Title: PRESIDENT

Date: \_\_\_\_\_

Date: 7/25/18



# Proposal Worksheet

| Project:                              |   | Juvenile Courts - Defense Services Building |                            |                               |                |                |            |
|---------------------------------------|---|---|----------------------------|-------------------------------|----------------|----------------|------------|
| Task / Phase                          |   | Task 1:                                     | Existing Conditions Survey |                               |                |                |            |
| Date:                                 |   | 7/25/2018                                   |                            |                               |                |                |            |
| Client:                               |   | BWS Architects                              |                            |                               |                |                |            |
| Reviewed by:                          |   | DKM   |                            |                               |                |                |            |
|                                       | Task:                                     | Principal                                   | Land.Arch.                 | Land. Des.                    | CAD Tech       | Clerical       | Task Hrs.  |
| 1                                     | Site Inspection - Ex. Cond. Documentation | 0.0   | 3.0                        | 3.0                           | 0.0            | 0.0            | 6.0        |
| 2                                     |   |   |                            |                               |                |                | 0.0        |
| 3                                     |   |   |                            |                               |                |                | 0.0        |
| 4                                     |   |   |                            |                               |                |                | 0.0        |
| 5                                     |   |   |                            |                               |                |                | 0.0        |
| 6                                     |   |   |                            |                               |                |                | 0.0        |
| 7                                     |   |   |                            |                               |                |                | 0.0        |
| 8                                     |   |   |                            |                               |                |                | 0.0        |
| 9                                     |   |   |                            |                               |                |                | 0.0        |
| 10                                    |   |   |                            |                               |                |                | 0.0        |
| 11                                    |   |   |                            |                               |                |                | 0.0        |
| 12                                    |   |   |                            |                               |                |                | 0.0        |
| 13                                    |   |   |                            |                               |                |                | 0.0        |
| 14                                    |   |   |                            |                               |                |                | 0.0        |
| 15                                    |   |   |                            |                               |                |                | 0.0        |
| 16                                    |   |   |                            |                               |                |                | 0.0        |
| 17                                    |   |   |                            |                               |                |                | 0.0        |
| 18                                    |   |   |                            |                               |                |                | 0.0        |
| 19                                    |   |   |                            |                               |                |                | 0.0        |
| 20                                    |   |   |                            |                               |                |                | 0.0        |
| 21                                    |   |   |                            |                               |                |                | 0.0        |
| 22                                    |   |   |                            |                               |                |                | 0.0        |
| 23                                    |   |   |                            |                               |                |                | 0.0        |
| 24                                    |   |   |                            |                               |                |                | 0.0        |
| 25                                    |   |   |                            |                               |                |                | 0.0        |
| <b>Total Hours</b>                    |   | <b>0.0</b>                                  | <b>3.0</b>                 | <b>3.0</b>                    | <b>0.0</b>     | <b>0.0</b>     | <b>6.0</b> |
| <b>Hourly Rate</b>                    |   | <b>\$135.00</b>                             | <b>\$100.00</b>            | <b>\$75.00</b>                | <b>\$58.00</b> | <b>\$55.00</b> |            |
| <b>Cost</b>                           |   | <b>\$0.00</b>                               | <b>\$300.00</b>            | <b>\$225.00</b>               | <b>\$0.00</b>  | <b>\$0.00</b>  |            |
| <b>Labor Cost This Page</b>           |   | <b>\$525.00</b>                             |                            |                               |                |                |            |
| <b>Materials and Supplies - Total</b> |   | <b>\$0.00</b>                               |                            | <b>Subconsultants - Total</b> | <b>\$0.00</b>  |                |            |
|                                       | Misc.                                     |   | \$0.00                     | Civil                         |                |                | \$0.00     |
|                                       |   |   |                            | Electrical                    |                |                | \$0.00     |
|                                       | <b>Reproduction - Total</b>               | <b>\$0.00</b>                               |                            | Structural                    |                |                | \$0.00     |
|                                       | In-House Plotting                         |   | \$0.00                     | Biological                    |                |                | \$0.00     |
|                                       | Large Format Copies                       |   | \$0.00                     | Other                         |                |                | \$0.00     |
|                                       | Xerox                                     |   | \$0.00                     |                               |                |                |            |
|                                       | Other                                     |   | \$0.00                     | <b>Auto Use / Car Rental</b>  | <b>\$0.00</b>  |                |            |
|                                       |   |   |                            | Rented                        |                |                | \$0.00     |
|                                       | <b>Miscellaneous Expenses - Total</b>     | <b>\$0.00</b>                               |                            | Personal                      | 0              | \$0.45         | \$0.00     |
|                                       | Other                                     |   | \$0.00                     |                               |                |                |            |
|                                       | Other                                     |   | \$0.00                     |                               |                |                |            |
| <b>TASK TOTAL</b>                     |   | <b>\$525.00</b>                             |                            |                               |                |                |            |

# Proposal Worksheet

|                                       |                                       |  |                             |                               |                 |                 |                  |
|---------------------------------------|---------------------------------------|--|-----------------------------|-------------------------------|-----------------|-----------------|------------------|
| <b>Project:</b>                       |                                       | <b>Juvenile Courts - Defense Services Building</b> |                             |                               |                 |                 |                  |
| <b>Task / Phase</b>                   |                                       | <b>Task 2:</b>                                     | <b>Program Verification</b> |                               |                 |                 |                  |
| <b>Date:</b>                          |                                       | 7/25/2018  |                             |                               |                 |                 |                  |
| <b>Client:</b>                        |                                       | BWS Architects                                     |                             |                               |                 |                 |                  |
| <b>Reviewed by:</b>                   |                                       | DKM  |                             |                               |                 |                 |                  |
|                                       | <b>Task:</b>                          | <b>Principal</b>                                   | <b>Land.Arch.</b>           | <b>Land. Des.</b>             | <b>CAD Tech</b> | <b>Clerical</b> | <b>Task Hrs.</b> |
| 1                                     | Program Verification by Others        |  |                             |                               |                 |                 | 0.0              |
| 2                                     |                                       |  |                             |                               |                 |                 | 0.0              |
| 3                                     |                                       |  |                             |                               |                 |                 | 0.0              |
| 4                                     |                                       |  |                             |                               |                 |                 | 0.0              |
| 5                                     |                                       |  |                             |                               |                 |                 | 0.0              |
| 6                                     |                                       |  |                             |                               |                 |                 | 0.0              |
| 7                                     |                                       |  |                             |                               |                 |                 | 0.0              |
| 8                                     |                                       |  |                             |                               |                 |                 | 0.0              |
| 9                                     |                                       |  |                             |                               |                 |                 | 0.0              |
| 10                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 11                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 12                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 13                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 14                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 15                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 16                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 17                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 18                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 19                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 20                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 21                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 22                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 23                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 24                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| 25                                    |                                       |  |                             |                               |                 |                 | 0.0              |
| <b>Total Hours</b>                    |                                       | <b>0.0</b>   | <b>0.0</b>                  | <b>0.0</b>                    | <b>0.0</b>      | <b>0.0</b>      | <b>0.0</b>       |
| <b>Hourly Rate</b>                    |                                       | <b>\$135.00</b>                                    | <b>\$100.00</b>             | <b>\$75.00</b>                | <b>\$58.00</b>  | <b>\$55.00</b>  |                  |
| <b>Cost</b>                           |                                       | <b>\$0.00</b>                                      | <b>\$0.00</b>               | <b>\$0.00</b>                 | <b>\$0.00</b>   | <b>\$0.00</b>   |                  |
| <b>Labor Cost This Page</b>           |                                       | <b>\$0.00</b>                                      |                             |                               |                 |                 |                  |
| <b>Materials and Supplies - Total</b> |                                       | <b>\$0.00</b>                                      |                             | <b>Subconsultants - Total</b> |                 | <b>\$0.00</b>   |                  |
|                                       | Misc.                                 |  | \$0.00                      | Civil                         |                 |                 | \$0.00           |
|                                       |                                       |  |                             | Electrical                    |                 |                 | \$0.00           |
|                                       | <b>Reproduction - Total</b>           | <b>\$0.00</b>                                      |                             | Structural                    |                 |                 | \$0.00           |
|                                       | In-House Plotting                     |  | \$0.00                      | Biological                    |                 |                 | \$0.00           |
|                                       | Large Format Copies                   |  | \$0.00                      | Other                         |                 |                 | \$0.00           |
|                                       | Xerox                                 |  | \$0.00                      |                               |                 |                 |                  |
|                                       | Other                                 |  | \$0.00                      | <b>Auto Use / Car Rental</b>  |                 | <b>\$0.00</b>   |                  |
|                                       |                                       |  |                             | Rented                        |                 |                 | \$0.00           |
|                                       | <b>Miscellaneous Expenses - Total</b> | <b>\$0.00</b>                                      |                             | Personal                      | 0               | \$0.45          | \$0.00           |
|                                       | Other                                 |  | \$0.00                      |                               |                 |                 |                  |
|                                       | Other                                 |  | \$0.00                      |                               |                 |                 |                  |
| <b>TASK TOTAL</b>                     |                                       | <b>\$0.00</b>                                      |                             |                               |                 |                 |                  |



# Proposal Worksheet

| <b>Project:</b>                       |                                       | <b>Juvenile Courts - Defense Services Building</b> |                         |                               |                 |                 |                  |  |
|---------------------------------------|---------------------------------------|--|-------------------------|-------------------------------|-----------------|-----------------|------------------|--|
| <b>Task / Phase</b>                   |                                       | <b>Task 3:</b>                                     | <b>Schematic Design</b> |                               |                 |                 |                  |  |
| <b>Date:</b>                          |                                       | 7/25/2018  |                         |                               |                 |                 |                  |  |
| <b>Client:</b>                        |                                       | BWS Architects                                     |                         |                               |                 |                 |                  |  |
| <b>Reviewed by:</b>                   |                                       | DKM  |                         |                               |                 |                 |                  |  |
|                                       | <b>Task:</b>                          | <b>Principal</b>                                   | <b>Land.Arch.</b>       | <b>Land. Des.</b>             | <b>CAD Tech</b> | <b>Clerical</b> | <b>Task Hrs.</b> |  |
| 1                                     | Kick-Off Mtg. w/ BWS Team             | 0.0  | 2.5                     | 0.0                           | 0.0             | 0.0             | 2.5              |  |
| 2                                     | Coordinate Base Files / Base Sheets   | 0.0  | 0.5                     | 0.0                           | 2.0             | 0.0             | 2.5              |  |
| 3                                     | SD Landscape Plan                     | 0.0  | 2.0                     | 0.0                           | 2.0             | 0.0             | 4.0              |  |
| 4                                     | SD Landscape Details                  | 0.0  | 0.5                     | 0.0                           | 1.5             | 0.0             | 2.0              |  |
| 5                                     | SD Irrigation Plan                    | 0.0  | 2.0                     | 0.0                           | 2.0             | 0.0             | 4.0              |  |
| 6                                     | SD Irrigation Details                 | 0.0  | 1.0                     | 0.0                           | 1.5             | 0.0             | 2.5              |  |
| 7                                     | SD Hardscape / Pathway Plan           | 0.0  | 2.0                     | 0.0                           | 2.0             | 0.0             | 4.0              |  |
| 8                                     | Q.C. Review / Revisions               | 0.5  | 0.5                     | 0.0                           | 1.0             | 0.0             | 2.0              |  |
| 9                                     |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 10                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 11                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 12                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 13                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 14                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 15                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 16                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 17                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 18                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 19                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 20                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 21                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 22                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 23                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 24                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| 25                                    |                                       |  |                         |                               |                 |                 | 0.0              |  |
| <b>Total Hours</b>                    |                                       | <b>0.5</b>   | <b>11.0</b>             | <b>0.0</b>                    | <b>12.0</b>     | <b>0.0</b>      | <b>23.5</b>      |  |
| <b>Hourly Rate</b>                    |                                       | <b>\$135.00</b>                                    | <b>\$100.00</b>         | <b>\$75.00</b>                | <b>\$58.00</b>  | <b>\$55.00</b>  |                  |  |
| <b>Cost</b>                           |                                       | <b>\$67.50</b>                                     | <b>\$1,100.00</b>       | <b>\$0.00</b>                 | <b>\$696.00</b> | <b>\$0.00</b>   |                  |  |
| <b>Labor Cost This Page</b>           |                                       | <b>\$1,863.50</b>                                  |                         |                               |                 |                 |                  |  |
| <b>Materials and Supplies - Total</b> |                                       | <b>\$0.00</b>                                      |                         | <b>Subconsultants - Total</b> |                 | <b>\$0.00</b>   |                  |  |
|                                       | Misc.                                 |  | \$0.00                  | Civil                         |                 |                 | \$0.00           |  |
|                                       |                                       |  |                         | Electrical                    |                 |                 | \$0.00           |  |
|                                       | <b>Reproduction - Total</b>           | <b>\$36.50</b>                                     |                         | Structural                    |                 |                 | \$0.00           |  |
|                                       | In-House Plotting                     |  | \$26.50                 | Biological                    |                 |                 | \$0.00           |  |
|                                       | Large Format Copies                   |  | \$0.00                  | Other                         |                 |                 | \$0.00           |  |
|                                       | Xerox                                 |  | \$10.00                 |                               |                 |                 |                  |  |
|                                       | Other                                 |  | \$0.00                  | <b>Auto Use / Car Rental</b>  |                 | <b>\$0.00</b>   |                  |  |
|                                       |                                       |  |                         | Rented                        |                 |                 | \$0.00           |  |
|                                       | <b>Miscellaneous Expenses - Total</b> | <b>\$0.00</b>                                      |                         | Personal                      | 0               | \$0.45          | \$0.00           |  |
|                                       | Other                                 |  | \$0.00                  |                               |                 |                 |                  |  |
|                                       | Other                                 |  | \$0.00                  |                               |                 |                 |                  |  |
| <b>TASK TOTAL</b>                     |                                       | <b>\$1,900.00</b>                                  |                         |                               |                 |                 |                  |  |

# Proposal Worksheet

| Project: Juvenile Courts - Defense Services Building |   |                                |                 |                               |                |                  |        |
|--|---|--------------------------------|-----------------|-------------------------------|----------------|------------------|--------|
| Task / Phase   |   | Task 4: Design Develop. / NPPP |                 |                               |                |                  |        |
| Date:  |   | 7/25/2018                      |                 |                               |                |                  |        |
| Client:  |   | BWS Architects                 |                 |                               |                |                  |        |
| Reviewed by:   |   | DKM                            |                 |                               |                |                  |        |
| Task:  | Principal                                   | Land.Arch.                     | Land. Des.      | CAD Tech                      | Clerical       | Task Hrs.        |        |
| 1  | Coordination Mtg. w/ BWS Team               | 0.0                            | 2.5             | 0.0                           | 0.0            | 0.0              | 2.5    |
| 2  | Update Base Files / Base Sheets             | 0.0                            | 0.5             | 0.0                           | 2.0            | 0.0              | 2.5    |
| 3  | DD Landscape Plan                           | 0.0                            | 2.0             | 0.0                           | 4.0            | 0.0              | 6.0    |
| 4  | DD Landscape Details                        | 0.0                            | 1.0             | 0.0                           | 2.0            | 0.0              | 3.0    |
| 5  | DD Irrigation Plan                          | 0.0                            | 2.0             | 0.0                           | 4.0            | 0.0              | 6.0    |
| 6  | DD Irrigation Details                       | 0.0                            | 1.0             | 0.0                           | 2.0            | 0.0              | 3.0    |
| 7  | DD Hardscape / Pathway Plan                 | 0.0                            | 2.0             | 0.0                           | 2.0            | 0.0              | 4.0    |
|  | DD Hardscape Details                        | 0.0                            | 1.0             | 0.0                           | 1.5            | 0.0              | 2.5    |
| 8  | Q.C. Review / Revisions                     | 1.0                            | 1.0             | 0.0                           | 0.5            | 0.0              | 2.5    |
| 9  |   |                                |                 |                               |                |                  | 0.0    |
| 10   | Native Plant Preservation Plan - Field Work | 0.0                            | 4.0             | 4.0                           | 0.0            | 0.0              | 8.0    |
| 11   | Native Plant Preservation Plan - Doc. Prep  | 0.0                            | 2.0             | 4.0                           | 0.0            | 0.0              | 6.0    |
| 12   | NPPP Q.C. Review / Revisions                | 0.5                            | 0.5             | 1.0                           | 0.0            | 0.0              | 2.0    |
| 13   |   |                                |                 |                               |                |                  | 0.0    |
| 14   |   |                                |                 |                               |                |                  | 0.0    |
| 15   |   |                                |                 |                               |                |                  | 0.0    |
| 16   | Cost Estimate by Others                     | 0.0                            | 0.0             | 0.0                           | 0.0            | 0.0              | 0.0    |
| 17   |   |                                |                 |                               |                |                  | 0.0    |
| 18   |   |                                |                 |                               |                |                  | 0.0    |
| 19   |   |                                |                 |                               |                |                  | 0.0    |
| 20   |   |                                |                 |                               |                |                  | 0.0    |
| 21   |   |                                |                 |                               |                |                  | 0.0    |
| 22   |   |                                |                 |                               |                |                  | 0.0    |
| 23   |   |                                |                 |                               |                |                  | 0.0    |
| 24   |   |                                |                 |                               |                |                  | 0.0    |
| 25   |   |                                |                 |                               |                |                  | 0.0    |
| <b>Total Hours</b>                                   | <b>1.5</b>                                  | <b>19.5</b>                    | <b>9.0</b>      | <b>18.0</b>                   | <b>0.0</b>     | <b>48.0</b>      |        |
| <b>Hourly Rate</b>                                   | <b>\$135.00</b>                             | <b>\$100.00</b>                | <b>\$75.00</b>  | <b>\$58.00</b>                | <b>\$55.00</b> |                  |        |
| <b>Cost</b>  | <b>\$202.50</b>                             | <b>\$1,950.00</b>              | <b>\$675.00</b> | <b>\$1,044.00</b>             | <b>\$0.00</b>  |                  |        |
| <b>Labor Cost This Page</b>                          | <b>\$3,871.50</b>                           |                                |                 |                               |                |                  |        |
| <b>Materials and Supplies - Total</b>                | <b>\$0.00</b>                               |                                |                 | <b>Subconsultants - Total</b> | <b>\$0.00</b>  |                  |        |
| Misc.  |   | \$0.00                         |                 | Civil                         |                |                  | \$0.00 |
|  |   |                                |                 | Electrical                    |                |                  | \$0.00 |
| <b>Reproduction - Total</b>                          | <b>\$28.50</b>                              |                                |                 | Structural                    |                |                  | \$0.00 |
| In-House Plotting                                    |   | \$25.00                        |                 | Biological                    |                |                  | \$0.00 |
| Large Format Copies                                  |   | \$0.00                         |                 | Other                         |                |                  | \$0.00 |
| Xerox  |   | \$3.50                         |                 |                               |                |                  |        |
| Other  |   | \$0.00                         |                 | <b>Auto Use / Car Rental</b>  | <b>\$0.00</b>  |                  |        |
|  |   |                                |                 | Rented                        |                |                  | 0      |
| <b>Miscellaneous Expenses - Total</b>                | <b>\$0.00</b>                               |                                |                 | Personal                      |                | 0 Miles x \$0.45 | \$0.00 |
| Other  |   | \$0.00                         |                 |                               |                |                  |        |
| Other  |   | \$0.00                         |                 |                               |                |                  |        |
| <b>TASK TOTAL</b>                                    | <b>\$3,900.00</b>                           |                                |                 |                               |                |                  |        |

# Proposal Worksheet

| Project:                              |                                 | Juvenile Courts - Defense Services Building |                         |                               |                   |                |             |
|---------------------------------------|---------------------------------|---|-------------------------|-------------------------------|-------------------|----------------|-------------|
| Task / Phase                          |                                 | Task 5:                                     | Construction Doc. - 50% |                               |                   |                |             |
| Date:                                 |                                 | 7/25/2018                                   |                         |                               |                   |                |             |
| Client:                               |                                 | BWS Architects                              |                         |                               |                   |                |             |
| Reviewed by:                          |                                 | DKM   |                         |                               |                   |                |             |
| Task:                                 | Principal                       | Land.Arch.                                  | Land. Des.              | CAD Tech                      | Clerical          | Task Hrs.      |             |
| 1                                     | Coordination Mtg. w/ BWS Team   | 0.0   | 2.5                     | 0.0                           | 0.0               | 2.5            |             |
| 2                                     | Update Base Files / Base Sheets | 0.0   | 0.5                     | 0.0                           | 1.0               | 1.5            |             |
| 3                                     | 50% CD Landscape Plan           | 0.0   | 6.0                     | 0.0                           | 4.0               | 10.0           |             |
| 4                                     | 50% CD Landscape Details        | 0.0   | 1.0                     | 0.0                           | 1.5               | 2.5            |             |
| 5                                     | 50% CD Irrigation Plan          | 0.0   | 6.0                     | 0.0                           | 4.0               | 10.0           |             |
| 6                                     | 50% CD Irrigation Details       | 0.0   | 1.0                     | 0.0                           | 1.5               | 2.5            |             |
| 7                                     | 50% CD Hardscape / Pathway Plan | 0.0   | 6.0                     | 0.0                           | 4.0               | 10.0           |             |
| 8                                     | 50% CD Hardscape Details        | 0.0   | 4.0                     | 0.0                           | 1.5               | 5.5            |             |
| 9                                     | Draft Specifications            | 6.0   | 2.0                     | 0.0                           | 0.0               | 8.0            |             |
| 10                                    | Q.C. Review / Revisions         | 1.0   | 1.0                     | 0.0                           | 1.0               | 3.0            |             |
| 11                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 12                                    | Cost Estimate by Others         | 0.0   | 0.0                     | 0.0                           | 0.0               | 0.0            |             |
| 13                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 14                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 15                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 16                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 17                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 18                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 19                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 20                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 21                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 22                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 23                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 24                                    |                                 |   |                         |                               |                   | 0.0            |             |
| 25                                    |                                 |   |                         |                               |                   | 0.0            |             |
| <b>Total Hours</b>                    |                                 | <b>7.0</b>                                  | <b>30.0</b>             | <b>0.0</b>                    | <b>18.5</b>       | <b>0.0</b>     | <b>55.5</b> |
| <b>Hourly Rate</b>                    |                                 | <b>\$135.00</b>                             | <b>\$100.00</b>         | <b>\$75.00</b>                | <b>\$58.00</b>    | <b>\$55.00</b> |             |
| <b>Cost</b>                           |                                 | <b>\$945.00</b>                             | <b>\$3,000.00</b>       | <b>\$0.00</b>                 | <b>\$1,073.00</b> | <b>\$0.00</b>  |             |
| <b>Labor Cost This Page</b>           |                                 | <b>\$5,018.00</b>                           |                         |                               |                   |                |             |
| <b>Materials and Supplies - Total</b> |                                 | <b>\$0.00</b>                               |                         | <b>Subconsultants - Total</b> |                   | <b>\$0.00</b>  |             |
|                                       | Misc.                           |   | \$0.00                  | Civil                         |                   |                | \$0.00      |
|                                       |                                 |   |                         | Electrical                    |                   |                | \$0.00      |
|                                       |                                 |   |                         | Structural                    |                   |                | \$0.00      |
| <b>Reproduction - Total</b>           |                                 | <b>\$32.00</b>                              |                         | Biological                    |                   |                | \$0.00      |
|                                       | In-House Plotting               |   | \$30.00                 | Other                         |                   |                | \$0.00      |
|                                       | Large Format Copies             |   | \$0.00                  |                               |                   |                |             |
|                                       | Xerox                           |   | \$2.00                  |                               |                   |                |             |
|                                       | Other                           |   | \$0.00                  | <b>Auto Use / Car Rental</b>  |                   | <b>\$0.00</b>  |             |
|                                       |                                 |   |                         | Rented                        |                   |                | \$0.00      |
| <b>Miscellaneous Expenses - Total</b> |                                 | <b>\$0.00</b>                               |                         | Personal                      | 0 Miles x \$0.45  |                | \$0.00      |
|                                       | Other                           |   | \$0.00                  |                               |                   |                |             |
|                                       | Other                           |   | \$0.00                  |                               |                   |                |             |
| <b>TASK TOTAL</b>                     |                                 | <b>\$5,050.00</b>                           |                         |                               |                   |                |             |

# Proposal Worksheet

| <b>Project: Juvenile Courts - Defense Services Building</b> |                                 |  |                               |                   |                 |                  |     |
|---|---------------------------------|--|-------------------------------|-------------------|-----------------|------------------|-----|
| <b>Task / Phase</b>   |                                 | <b>Task 6: Construction Doc. - 90%</b> |                               |                   |                 |                  |     |
| <b>Date:</b>  |                                 | 7/25/2018                              |                               |                   |                 |                  |     |
| <b>Client:</b>  |                                 | BWS Architects                         |                               |                   |                 |                  |     |
| <b>Reviewed by:</b>   |                                 | DKM                                    |                               |                   |                 |                  |     |
| <b>Task:</b>  | <b>Principal</b>                | <b>Land.Arch.</b>                      | <b>Land. Des.</b>             | <b>CAD Tech</b>   | <b>Clerical</b> | <b>Task Hrs.</b> |     |
| 1   | Coordination Mtg. w/ BWS Team   | 0.0                                    | 2.5                           | 0.0               | 0.0             | 0.0              | 2.5 |
| 2   | Update Base Files / Base Sheets | 0.0                                    | 1.0                           | 0.0               | 1.0             | 0.0              | 2.0 |
| 3   | 90% CD Landscape Plan           | 0.0                                    | 4.0                           | 0.0               | 4.0             | 0.0              | 8.0 |
| 4   | 90% CD Landscape Details        | 0.0                                    | 1.0                           | 0.0               | 1.0             | 0.0              | 2.0 |
| 5   | 90% CD Irrigation Plan          | 0.0                                    | 4.0                           | 0.0               | 4.0             | 0.0              | 8.0 |
| 6   | 90% CD Irrigation Details       | 0.0                                    | 1.0                           | 0.0               | 1.0             | 0.0              | 2.0 |
| 7   | 90% CD Hardscape / Pathway Plan | 0.0                                    | 4.0                           | 0.0               | 4.0             | 0.0              | 8.0 |
| 8   | 90% CD Hardscape Details        | 0.0                                    | 2.0                           | 0.0               | 2.0             | 0.0              | 4.0 |
| 9   | Pre-Final Specifications        | 4.0                                    | 1.0                           | 0.0               | 0.0             | 0.0              | 5.0 |
| 10  | Q.C. Review / Revisions         | 1.0                                    | 1.0                           | 0.0               | 1.0             | 0.0              | 3.0 |
| 11  |                                 |  |                               |                   |                 |                  | 0.0 |
| 12  | Cost Estimate by Others         | 0.0                                    | 0.0                           | 0.0               | 0.0             | 0.0              | 0.0 |
| 13  |                                 |  |                               |                   |                 |                  | 0.0 |
| 14  |                                 |  |                               |                   |                 |                  | 0.0 |
| 15  |                                 |  |                               |                   |                 |                  | 0.0 |
| 16  |                                 |  |                               |                   |                 |                  | 0.0 |
| 17  |                                 |  |                               |                   |                 |                  | 0.0 |
| 18  |                                 |  |                               |                   |                 |                  | 0.0 |
| 19  |                                 |  |                               |                   |                 |                  | 0.0 |
| 20  |                                 |  |                               |                   |                 |                  | 0.0 |
| 21  |                                 |  |                               |                   |                 |                  | 0.0 |
| 22  |                                 |  |                               |                   |                 |                  | 0.0 |
| 23  |                                 |  |                               |                   |                 |                  | 0.0 |
| 24  |                                 |  |                               |                   |                 |                  | 0.0 |
| 25  |                                 |  |                               |                   |                 |                  | 0.0 |
| <b>Total Hours</b>  | <b>5.0</b>                      | <b>21.5</b>                            | <b>0.0</b>                    | <b>18.0</b>       | <b>0.0</b>      | <b>44.5</b>      |     |
| <b>Hourly Rate</b>  | <b>\$135.00</b>                 | <b>\$100.00</b>                        | <b>\$75.00</b>                | <b>\$58.00</b>    | <b>\$55.00</b>  |                  |     |
| <b>Cost</b>   | <b>\$675.00</b>                 | <b>\$2,150.00</b>                      | <b>\$0.00</b>                 | <b>\$1,044.00</b> | <b>\$0.00</b>   |                  |     |
| <b>Labor Cost This Page</b>                                 | <b>\$3,869.00</b>               |  |                               |                   |                 |                  |     |
| <b>Materials and Supplies - Total</b>                       | <b>\$0.00</b>                   |  | <b>Subconsultants - Total</b> | <b>\$0.00</b>     |                 |                  |     |
| Misc.   |                                 | \$0.00                                 | Civil                         |                   |                 | \$0.00           |     |
|   |                                 |  | Electrical                    |                   |                 | \$0.00           |     |
| <b>Reproduction - Total</b>                                 | <b>\$31.00</b>                  |  | Structural                    |                   |                 | \$0.00           |     |
| In-House Plotting   |                                 | \$25.00                                | Biological                    |                   |                 | \$0.00           |     |
| Large Format Copies   |                                 | \$0.00                                 | Other                         |                   |                 | \$0.00           |     |
| Xerox   |                                 | \$6.00                                 |                               |                   |                 |                  |     |
| Other   |                                 | \$0.00                                 | <b>Auto Use / Car Rental</b>  | <b>\$0.00</b>     |                 |                  |     |
|   |                                 |  | Rented                        |                   |                 | \$0.00           |     |
| <b>Miscellaneous Expenses - Total</b>                       | <b>\$0.00</b>                   |  | Personal                      | 0 Miles x \$0.45  |                 | \$0.00           |     |
| Other   |                                 | \$0.00                                 |                               |                   |                 |                  |     |
| Other   |                                 | \$0.00                                 |                               |                   |                 |                  |     |
| <b>TASK TOTAL</b>   | <b>\$3,900.00</b>               |  |                               |                   |                 |                  |     |

# Proposal Worksheet

|                                       |   |                          |                               |                  |                 |                  |
|---------------------------------------|---|--------------------------|-------------------------------|------------------|-----------------|------------------|
| <b>Project:</b>                       | Juvenile Courts - Defense Services Building |                          |                               |                  |                 |                  |
| <b>Task / Phase</b>                   | Task 7:                                     | Construction Doc. - 100% |                               |                  |                 |                  |
| <b>Date:</b>                          | 7/25/2018                                   |                          |                               |                  |                 |                  |
| <b>Client:</b>                        | BWS Architects                              |                          |                               |                  |                 |                  |
| <b>Reviewed by:</b>                   | DKM   |                          |                               |                  |                 |                  |
| <b>Task:</b>                          | <b>Principal</b>                            | <b>Land.Arch.</b>        | <b>Land. Des.</b>             | <b>CAD Tech</b>  | <b>Clerical</b> | <b>Task Hrs.</b> |
| 1                                     | Coordination Mtg. w/ BWS Team               | 0.0                      | 2.0                           | 0.0              | 0.0             | 2.0              |
| 2                                     | Update Base Files / Base Sheets             | 0.0                      | 0.0                           | 0.0              | 0.5             | 0.5              |
| 3                                     | 100% CD Landscape Plan                      | 0.0                      | 0.5                           | 0.0              | 1.0             | 1.5              |
| 4                                     | 100% CD Landscape Details                   | 0.0                      | 0.5                           | 0.0              | 1.0             | 1.5              |
| 5                                     | 100% CD Irrigation Plan                     | 0.0                      |                               | 0.0              | 1.0             | 1.0              |
| 6                                     | 100% CD Irrigation Details                  | 0.0                      | 0.5                           | 0.0              | 1.0             | 1.5              |
| 7                                     | 100% CD Hardscape / Pathway Plan            | 0.0                      | 1.0                           | 0.0              | 1.0             | 2.0              |
| 8                                     | 100% CD Hardscape Details                   | 0.0                      | 0.5                           | 0.0              | 1.0             | 1.5              |
| 9                                     | Final Specifications                        | 0.5                      | 0.0                           | 0.0              | 0.0             | 0.5              |
| 10                                    | Q.C. Review / Revisions                     | 1.0                      | 1.0                           | 0.0              | 1.0             | 3.0              |
| 11                                    |   |                          |                               |                  |                 | 0.0              |
| 12                                    |   |                          |                               |                  |                 | 0.0              |
| 13                                    |   |                          |                               |                  |                 | 0.0              |
| 14                                    |   |                          |                               |                  |                 | 0.0              |
| 15                                    |   |                          |                               |                  |                 | 0.0              |
| 16                                    |   |                          |                               |                  |                 | 0.0              |
| 17                                    |   |                          |                               |                  |                 | 0.0              |
| 18                                    |   |                          |                               |                  |                 | 0.0              |
| 19                                    |   |                          |                               |                  |                 | 0.0              |
| 20                                    |   |                          |                               |                  |                 | 0.0              |
| 21                                    |   |                          |                               |                  |                 | 0.0              |
| 22                                    |   |                          |                               |                  |                 | 0.0              |
| 23                                    |   |                          |                               |                  |                 | 0.0              |
| 24                                    |   |                          |                               |                  |                 | 0.0              |
| 25                                    |   |                          |                               |                  |                 | 0.0              |
| <b>Total Hours</b>                    | <b>1.5</b>                                  | <b>6.0</b>               | <b>0.0</b>                    | <b>7.5</b>       | <b>0.0</b>      | <b>15.0</b>      |
| <b>Hourly Rate</b>                    | <b>\$135.00</b>                             | <b>\$100.00</b>          | <b>\$75.00</b>                | <b>\$58.00</b>   | <b>\$55.00</b>  |                  |
| <b>Cost</b>                           | <b>\$202.50</b>                             | <b>\$600.00</b>          | <b>\$0.00</b>                 | <b>\$435.00</b>  | <b>\$0.00</b>   |                  |
| <b>Labor Cost This Page</b>           | <b>\$1,237.50</b>                           |                          |                               |                  |                 |                  |
| <b>Materials and Supplies - Total</b> | <b>\$0.00</b>                               |                          | <b>Subconsultants - Total</b> | <b>\$0.00</b>    |                 |                  |
| Misc.                                 |   | \$0.00                   | Civil                         |                  |                 | \$0.00           |
|                                       |   |                          | Electrical                    |                  |                 | \$0.00           |
| <b>Reproduction - Total</b>           | <b>\$12.50</b>                              |                          | Structural                    |                  |                 | \$0.00           |
| In-House Plotting                     |   | \$10.00                  | Biological                    |                  |                 | \$0.00           |
| Large Format Copies                   |   | \$0.00                   | Other                         |                  |                 | \$0.00           |
| Xerox                                 |   | \$2.50                   |                               |                  |                 |                  |
| Other                                 |   | \$0.00                   | <b>Auto Use / Car Rental</b>  | <b>\$0.00</b>    |                 |                  |
|                                       |   |                          | Rented                        |                  |                 | \$0.00           |
| <b>Miscellaneous Expenses - Total</b> | <b>\$0.00</b>                               |                          | Personal                      | 0 Miles x \$0.45 |                 | \$0.00           |
| Other                                 |   | \$0.00                   |                               |                  |                 |                  |
| Other                                 |   | \$0.00                   |                               |                  |                 |                  |
| <b>TASK TOTAL</b>                     | <b>\$1,250.00</b>                           |                          |                               |                  |                 |                  |

# Proposal Worksheet

|                                       |                                       |  |                         |                               |                  |                 |                  |  |
|---------------------------------------|---------------------------------------|--|-------------------------|-------------------------------|------------------|-----------------|------------------|--|
| <b>Project:</b>                       |                                       | <b>Juvenile Courts - Defense Services Building</b> |                         |                               |                  |                 |                  |  |
| <b>Task / Phase</b>                   |                                       | <b>Task 8:</b>                                     | <b>Bid Ph. Services</b> |                               |                  |                 |                  |  |
| <b>Date:</b>                          |                                       | 7/25/2018  |                         |                               |                  |                 |                  |  |
| <b>Client:</b>                        |                                       | BWS Architects                                     |                         |                               |                  |                 |                  |  |
| <b>Reviewed by:</b>                   |                                       | DKM  |                         |                               |                  |                 |                  |  |
|                                       | <b>Task:</b>                          | <b>Principal</b>                                   | <b>Land.Arch.</b>       | <b>Land. Des.</b>             | <b>CAD Tech</b>  | <b>Clerical</b> | <b>Task Hrs.</b> |  |
| 1                                     | Respond to Bidder Questions           | 0.0  | 0.5                     | 0.0                           | 0.0              | 0.0             | 0.5              |  |
| 2                                     | Participate in Pre-Bid Conference     | 0.0  | 2.5                     | 0.0                           | 0.0              | 0.0             | 2.5              |  |
| 3                                     |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 4                                     |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 5                                     |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 6                                     |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 7                                     |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 8                                     |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 9                                     |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 10                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 11                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 12                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 13                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 14                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 15                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 16                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 17                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 18                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 19                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 20                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 21                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 22                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 23                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 24                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| 25                                    |                                       |  |                         |                               |                  |                 | 0.0              |  |
| <b>Total Hours</b>                    |                                       | <b>0.0</b>   | <b>3.0</b>              | <b>0.0</b>                    | <b>0.0</b>       | <b>0.0</b>      | <b>3.0</b>       |  |
| <b>Hourly Rate</b>                    |                                       | <b>\$135.00</b>                                    | <b>\$100.00</b>         | <b>\$75.00</b>                | <b>\$58.00</b>   | <b>\$55.00</b>  |                  |  |
| <b>Cost</b>                           |                                       | <b>\$0.00</b>                                      | <b>\$300.00</b>         | <b>\$0.00</b>                 | <b>\$0.00</b>    | <b>\$0.00</b>   |                  |  |
| <b>Labor Cost This Page</b>           |                                       | <b>\$300.00</b>                                    |                         |                               |                  |                 |                  |  |
| <b>Materials and Supplies - Total</b> |                                       | <b>\$0.00</b>                                      |                         | <b>Subconsultants - Total</b> |                  | <b>\$0.00</b>   |                  |  |
|                                       | Misc.                                 |  | \$0.00                  | Civil                         |                  |                 | \$0.00           |  |
|                                       |                                       |  |                         | Electrical                    |                  |                 | \$0.00           |  |
|                                       | <b>Reproduction - Total</b>           | <b>\$0.00</b>                                      |                         | Structural                    |                  |                 | \$0.00           |  |
|                                       | In-House Plotting                     |  | \$0.00                  | Biological                    |                  |                 | \$0.00           |  |
|                                       | Large Format Copies                   |  | \$0.00                  | Other                         |                  |                 | \$0.00           |  |
|                                       | Xerox                                 |  | \$0.00                  |                               |                  |                 |                  |  |
|                                       | Other                                 |  | \$0.00                  | <b>Auto Use / Car Rental</b>  |                  | <b>\$0.00</b>   |                  |  |
|                                       |                                       |  |                         | Rented                        |                  |                 | \$0.00           |  |
|                                       | <b>Miscellaneous Expenses - Total</b> | <b>\$0.00</b>                                      |                         | Personal                      | 0 Miles x \$0.45 |                 | \$0.00           |  |
|                                       | Other                                 |  | \$0.00                  |                               |                  |                 |                  |  |
|                                       | Other                                 |  | \$0.00                  |                               |                  |                 |                  |  |
| <b>TASK TOTAL</b>                     |                                       | <b>\$300.00</b>                                    |                         |                               |                  |                 |                  |  |

# Proposal Worksheet

|                     |  |  |                                 |  |  |  |
|---------------------|--|--|---------------------------------|--|--|--|
| <b>Project:</b>     |  | <b>Juvenile Courts - Defense Services Building</b> |                                 |  |  |  |
| <b>Task / Phase</b> |  | <b>Task 9:</b>                                     | <b>Construction Phase Serv.</b> |  |  |  |
| <b>Date:</b>        |  | 7/25/2018  |                                 |  |  |  |
| <b>Client:</b>      |  | BWS Architects                                     |                                 |  |  |  |
| <b>Reviewed by:</b> |  | DKM  |                                 |  |  |  |

|                    | <b>Task:</b>                         | <b>Principal</b> | <b>Land.Arch.</b> | <b>Land. Des.</b> | <b>CAD Tech</b> | <b>Clerical</b> | <b>Task Hrs.</b> |
|--------------------|--------------------------------------|------------------|-------------------|-------------------|-----------------|-----------------|------------------|
| 1                  | Participate in Pre-Construction Mtg. | 0.0              | 3.0               | 0.0               | 0.0             | 0.0             | 3.0              |
| 2                  | Review Contractor Submittals         | 0.0              | 2.0               | 0.0               | 0.0             | 0.0             | 2.0              |
| 3                  | Respond to RFI's                     | 0.0              | 3.0               | 0.0               | 0.0             | 0.0             | 3.0              |
| 4                  | Site Visits during Construction (3)  | 0.0              | 9.0               | 0.0               | 0.0             | 0.0             | 9.0              |
| 5                  | Substantial Completion Inspection    | 0.0              | 4.0               | 0.0               | 0.0             | 0.0             | 4.0              |
| 6                  | Punch List                           | 0.0              | 2.0               | 0.0               | 0.0             | 0.0             | 2.0              |
| 7                  | Final Inspection                     | 0.0              | 3.0               | 0.0               | 0.0             | 0.0             | 3.0              |
| 8                  | As-Built - Record Drawings           | 0.0              | 1.0               | 0.0               | 4.0             | 0.0             | 5.0              |
| 9                  | Misc. Project Close-Out              | 1.0              | 0.0               | 0.0               | 0.0             | 0.0             | 1.0              |
| 10                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 11                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 12                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 13                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 14                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 15                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 16                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 17                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 18                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 19                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 20                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 21                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 22                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 23                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 24                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| 25                 |                                      |                  |                   |                   |                 |                 | 0.0              |
| <b>Total Hours</b> |                                      | <b>1.0</b>       | <b>27.0</b>       | <b>0.0</b>        | <b>4.0</b>      | <b>0.0</b>      | <b>32.0</b>      |
| <b>Hourly Rate</b> |                                      | <b>\$135.00</b>  | <b>\$100.00</b>   | <b>\$75.00</b>    | <b>\$58.00</b>  | <b>\$55.00</b>  |                  |
| <b>Cost</b>        |                                      | <b>\$135.00</b>  | <b>\$2,700.00</b> | <b>\$0.00</b>     | <b>\$232.00</b> | <b>\$0.00</b>   |                  |

|                                       |  |                   |                              |                  |               |        |
|---------------------------------------|--|-------------------|------------------------------|------------------|---------------|--------|
| <b>Labor Cost This Page</b>           |  | <b>\$3,067.00</b> |                              |                  |               |        |
| <b>Materials and Supplies - Total</b> |  | <b>\$0.00</b>     |                              |                  |               |        |
| Misc.                                 |  | \$0.00            | Civil                        |                  |               | \$0.00 |
|                                       |  |                   | Electrical                   |                  |               | \$0.00 |
| <b>Reproduction - Total</b>           |  | <b>\$8.00</b>     |                              |                  |               |        |
| In-House Plotting                     |  | \$0.00            | Structural                   |                  |               | \$0.00 |
| Large Format Copies                   |  | \$0.00            | Biological                   |                  |               | \$0.00 |
| Xerox                                 |  | \$8.00            | Other                        |                  |               | \$0.00 |
| Other                                 |  | \$0.00            | <b>Auto Use / Car Rental</b> |                  | <b>\$0.00</b> |        |
|                                       |  |                   | Rented                       |                  |               | 0      |
| <b>Miscellaneous Expenses - Total</b> |  | <b>\$0.00</b>     |                              |                  |               |        |
| Other                                 |  | \$0.00            | Personal                     | 0 Miles x \$0.45 |               | \$0.00 |
| Other                                 |  | \$0.00            |                              |                  |               |        |
| <b>TASK TOTAL</b>                     |  | <b>\$3,075.00</b> |                              |                  |               |        |

Juvenile Courts - Defense Services Building  
 McGann & Associates Inc. - Landscape Architects  
 Breakdown of Hourly Rates

| Staff Position                          | Direct Labor (DL) | Overhead (OH) @ 150% of DL | Profit (P) @ 10% of DL + OH | Hourly Rate (DL+OH+P) | Hourly Rate (Rounded) |
|---|-------------------|----------------------------|-----------------------------|-----------------------|-----------------------|
| Sr. Landscape Architect / Principal     | \$49.10           | \$73.65                    | \$12.28                     | \$135.03              | <b>\$135.00</b>       |
| Reg. Landscape Architect / Project Mgr. | \$36.40           | \$54.60                    | \$9.10                      | \$100.10              | <b>\$100.00</b>       |
| Landscape Designer                      | \$27.30           | \$40.95                    | \$6.83                      | \$75.08               | <b>\$75.00</b>        |
| CAD Technican                           | \$21.20           | \$31.80                    | \$5.30                      | \$58.30               | <b>\$58.00</b>        |
| Administrative                          | \$20.00           | \$30.00                    | \$5.00                      | \$55.00               | <b>\$55.00</b>        |



# Compusult

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

## PROJECT QUOTE

Date: July 25, 2018

Firm's Name: Burns Wald-Hopkins Shambach Architects  
261 North Court Ave.  
Tucson, Arizona 85701

Project: Pima County Defense Services Building  
Tucson, Arizona

Amount of Quote: Schematic Design Estimate - \$5,000 (50 hrs.).  
Design Development Estimate - \$6,750 (67.5 hrs.).  
50% Construction Documents Estimate - \$7,750 (77.5 hrs.).  
90% Construction Documents Estimate - \$9,500 (95 hrs.).  
Bid Documents Estimate - \$2,500 (25 hrs.).

Comments: Compusult will provide complete estimates at the design levels listed above to include civil, landscaping, structural, architectural, mechanical and electrical trades. The estimates will be in standard Compusult format and broken out by site and building. Compusult excludes all FFE costs, reconciliation with a GC or CM and CA services. Compusult includes time for value engineering. BWS will provide any special equipment costs and Compusult will include in the estimates. Additional cost estimating services will be provided on written approval by Burns Wald-Hopkins Shambach Architects and billed at \$100/hr.





## Document Solutions

### BURNS WALD-HOPKINS SHAMBACH ARCH PRICING

|                |                                  |                     |        |
|----------------|----------------------------------|---------------------|--------|
| 1601           | PPC Bond - Additional Set        | SF                  | .2365  |
| 1605           | PPC Tinted Bond - Additional Set | SF                  | .285   |
| 1900           | BW Copies 8.5X11                 | EA                  | .0704  |
| 2227           | SMART COLOR - B&W                | SF                  | .2871  |
| 2227.1         | SMART COLOR - B&W Additional Set | SF                  | .2486  |
| 2500           | Color Copies 8.5x11              | Color Copies 8.5x11 | .6490  |
| 2501           | Color Copies 11X17               | Color Copies 11X17  | 1.2980 |
| 5200           | Delivery                         |                     | 0.0000 |
| SPLIT DELIVERY | EACH                             |                     | \$9.95 |
| 5205           | Fuel Surcharge                   |                     | 3.1449 |
| 6121           | Digital Processing               | EA                  | .8140  |

3955 E. Speedway Suite 102  
Tucson, Arizona 85712  
520-327-6700

**REPRODUCTION AND PRINTING EXPENSES**

| Scope of Work                  | Total Costs        | Color Printing | Copying   | Specs | Delivery DWGS/Spec |
|--------------------------------|--------------------|----------------|-----------|-------|--------------------|
| Schematic Design Presentation  | \$ 330.00          | \$ 150.00      | \$ 180.00 | \$ -  | \$ -               |
| Design Development Presentatio | \$ 450.00          | \$ 250.00      | \$ 200.00 | \$ -  | \$ -               |
| Final Presentation             | \$ 450.00          | \$ 250.00      | \$ 200.00 | \$ -  | \$ -               |
| Quality Control Printing       | \$ 700.00          | \$ 500.00      | \$ 200.00 | \$ -  | \$ -               |
| Construction Administration    | \$ -               | \$ -           | \$ -      | \$ -  | \$ -               |
| Total                          | \$ -               | \$ -           | \$ -      | \$ -  | \$ -               |
|                                | \$ -               | \$ -           | \$ -      | \$ -  | \$ -               |
|                                | <u>\$ 1,930.00</u> |                |           |       |                    |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2018

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>FRED FRUCHTHENDLER<br>FRUCHTHENDLER & COMPANY<br>P O BOX 42040<br>TUCSON AZ 85733      |  | <b>CONTACT NAME:</b> FRED FRUCHTHENDLER<br><b>PHONE (A/C, No, Ext):</b> 520 512 5201<br><b>E-MAIL ADDRESS:</b> FRED@INSURE-TUCSON.COM<br><b>FAX (A/C, No):</b> 520 325 6747   |  |
| <b>INSURED</b><br>BURNS WALD-HOPKINS SHAMBACH ARCHITECTS INC<br>261 NORTH COURT AVENUE<br>TUCSON AZ 85701 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> TRAVELERS PROPERTY CASUALTY CO OF AME 25674<br><b>INSURER B:</b> TRAVELERS INDEMNITY INSURANCE CO 25658<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER | Y         | Y        | 680-7H60965-17  | 12/23/2017              | 12/23/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  | Y         | Y        | 680-7H60965-17  | 12/23/2017              | 12/23/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | CUP-5G346275-17 | 12/23/2017              | 12/23/2018              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>if yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |                 |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E L EACH ACCIDENT \$<br>E L DISEASE - EA EMPLOYEE \$<br>E L DISEASE - POLICY LIMIT \$  |

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

RE: Architectural Services & Engineering Design Services -PIMA COUNTY DEFENSE SERVICES BUILDING - JUVENILE COURTS

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>PIMA COUNTY PROCUREMENT DEPT<br>DESIGN AND CONSTRUCTION DIVISION-ATT:SCOTT LOOMIS<br>130 EAST CONGRESS STREET, 3RD FLOOR<br>TUCSON AZ 85701 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>FRED B FRUCHTHENDLER |
|--|--|

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

## **SCHEDULED ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

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

### **SCHEDULE**

#### **NAME OF PERSONS OR ORGANIZATIONS:**

**PIMA COUNTY, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, OFFICIALS, AND EMPLOYEES WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES PERFORMED BY OR ON BEHALF OF CONTRACTOR**

**PIMA COUNTY**

**130 WEST CONGRESS STREET, THIRD FLOOR  
TUCSON AZ 85701-1317**

**PROJECT/LOCATION OF COVERED OPERATIONS:  
OPERATIONS OF THE NAMED INSURED**

#### **PROVISIONS**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.
- g. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

## COMMERCIAL GENERAL LIABILITY

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

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

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

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

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

## HIRED AUTO AND NONOWNED AUTO LIABILITY

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

### SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

| COVERAGE                | ADDITIONAL PREMIUM |
|-------------------------|--------------------|
| Hired Auto Liability    | \$ INCLUDED        |
| Nonowned Auto Liability | \$ INCLUDED        |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### PROVISIONS

#### A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

#### B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
  - a. "Bodily injury" to:
    - (1) Any fellow "employee" of the insured arising out of and in the course of:
      - (a) Employment by the insured; or
      - (b) Performing duties related to the conduct of the insured's business.
    - (2) Property owned or being transported by, or rented or loaned to the insured; or
    - (3) Property in the care, custody or control of the insured.
  - b. "Property damage" to:
    - (1) Property owned or being transported by, or rented or loaned to the insured; or
    - (2) Property in the care, custody or control of the insured.

#### C. WHO IS AN INSURED

**Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;



## COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
  - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

### D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

### E. ADDITIONAL DEFINITIONS

**Section V – Definitions** is amended by the addition of the following definitions:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
  - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2018

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 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>Stuckey Ins & Assoc Agencies<br>2850 E Camelback Rd, Suite 325<br>Phoenix, AZ 85016<br>Mary Lodwick | <b>CONTACT NAME:</b> Teresa Alvarado<br><b>PHONE (A/C, No, Ext):</b> 602-264-5533<br><b>FAX (A/C, No):</b> 602-279-9336<br><b>E-MAIL ADDRESS:</b> teresa.alvarado@stuckeyinsurance.com   |                               |  |        |             |                                |       |             |                         |       |             |  |  |             |  |  |             |  |  |             |  |
|--|--|-------------------------------|--|--------|-------------|--------------------------------|-------|-------------|-------------------------|-------|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|
|  | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Hartford Ins Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER B :</td> <td>Navigators Insurance Co</td> <td>42307</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : | Hartford Ins Co of the Midwest | 37478 | INSURER B : | Navigators Insurance Co | 42307 | INSURER C : |  |  | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #                        |  |        |             |                                |       |             |                         |       |             |  |  |             |  |  |             |  |  |             |  |
| INSURER A :  | Hartford Ins Co of the Midwest   | 37478                         |  |        |             |                                |       |             |                         |       |             |  |  |             |  |  |             |  |  |             |  |
| INSURER B :  | Navigators Insurance Co  | 42307                         |  |        |             |                                |       |             |                         |       |             |  |  |             |  |  |             |  |  |             |  |
| INSURER C :  |  |                               |  |        |             |                                |       |             |                         |       |             |  |  |             |  |  |             |  |  |             |  |
| INSURER D :  |  |                               |  |        |             |                                |       |             |                         |       |             |  |  |             |  |  |             |  |  |             |  |
| INSURER E :  |  |                               |  |        |             |                                |       |             |                         |       |             |  |  |             |  |  |             |  |  |             |  |
| INSURER F :  |  |                               |  |        |             |                                |       |             |                         |       |             |  |  |             |  |  |             |  |  |             |  |
| <b>INSURED</b><br>Burns Wald-Hopkins Shambach<br>261 N Court Avenue<br>Tucson, AZ 85701                                |  |                               |  |        |             |                                |       |             |                         |       |             |  |  |             |  |  |             |  |  |             |  |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD  | POLICY NUMBER        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|---------------------|----------------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                     |                      |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |                     |                      |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |                     |                      |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><b>N</b> N/A | <b>X</b> 59WEGTU4553 | 09/01/2017              | 09/01/2018              | <b>X</b> PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>            |
| <b>B</b> | <b>Professional Liab</b>   |                     | CM17DPL006949V       | 09/01/2017              | 09/01/2018              | <b>Per Claim</b> <b>3,000,000</b><br><b>Aggregate</b> <b>3,000,000</b>   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Professional Liability - Claims Made - Retro date 1-1-56**  
**Re: Pima County Defense Services Building - Juvenile Courts, SFQ No. 297297**  
**Waiver of subrogation in favor of Pima County applies to Workers Compensation.**

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br><b>PIMAC-6</b><br><br>Pima County<br>Procurement Department<br>Design & Construction Division<br>130 W Congress St., 3rd Floor<br>Tucson, AZ 85701 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

**Policy Number:**

**Endorsement Number:**

**Effective Date:**

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

### INDEX

| <b>SUBJECT</b>   | <b>PAGE</b> | <b>SUBJECT</b>   | <b>PAGE</b> |
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| <b>PARTS ONE and TWO</b>   | 2           | C. Application of Coverage   | 3           |
| 01 We Will Also Pay  | 2           | D Additional Exclusions  | 3           |
| <b>PART - THREE</b>  | 2           | E West Virginia  | 3           |
| 02 How This Insurance Works  | 2           | <b>EXTENDED OPTIONS</b>  | 4           |
| <b>PART - SIX</b>  | 2           | 01 Employers' Liability Insurance                                      | 4           |
| 03 Transfer of Your Rights and Duties  | 2           | 02 Unintentional Failure to Disclose Hazards                           | 4           |
| 04 Cancellation  | 2           | 03 Waiver of Our Right to Recover from Others                          | 4           |
| 05 Liberalization  | 2           | 04 Foreign Voluntary Compensation                                      | 4           |
| <b>SECTION II</b>  | 2           | A. How This Reimbursement Applies                                      | 4           |
| <b>VOLUNTARY COMPENSATION INSURANCE</b>  | 2           | B We Will Reimburse  | 4           |
| 06 Voluntary Compensation Insurance  | 2           | C. Exclusions  | 4           |
| A. How This Insurance Applies  | 2           | D. Before We Pay   | 5           |
| B We Will Pay  | 3           | E Recovery From Others   | 5           |
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| D. Before We Pay   | 3           | G Repatriation   | 5           |
| E. Recovery From Others  | 3           | H Endemic Disease  | 5           |
| F. Employers' Liability Insurance  | 3           | 05 Longshore and Harbor Workers' Compensation Act Coverage Endorsement | 5           |
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| 07 Employers' Liability Stop Gap Coverage  | 3           | Q1 Schedule of Covered States  | 6           |
| A. Stop Gap Coverage Limited to Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming | 3           |  |             |

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

- D. We Will Also Pay of Part One** (WORKERS' COMPENSATION INSURANCE); and
- E. We Will Also Pay of Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph **4.** of **A. How This Insurance Applies** of **Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

**C. Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Cancellation

Paragraph **2.** of **D. Cancellation of Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

#### 5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 6. Voluntary Compensation Insurance

##### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officers or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will

keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

**EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**7. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.  
This insurance does not cover;
  5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
  13. bodily injury sustained by any member of the flying crew of any aircraft.
  14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

|                                      |                         |                             |
|--------------------------------------|-------------------------|-----------------------------|
| <b>Bodily Injury<br/>by Accident</b> | <b><u>\$500,000</u></b> | <b><u>Each Accident</u></b> |
| <b>Bodily Injury<br/>by Disease</b>  | <b><u>\$500,000</u></b> | <b><u>Policy Limit</u></b>  |
| <b>Bodily Injury<br/>by Disease</b>  | <b><u>\$500,000</u></b> | <b><u>Each Employee</u></b> |

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

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

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability

## Reimbursement

### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to -recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

##### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

### SECTION III

#### 1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

Countersigned by \_\_\_\_\_  
Authorized Representative