



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/17/17

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: Southeast Library (XSELIB)

***Purpose:**

Award: Contract No. CT-FM-18-090. This award of contract is recommended to the highest qualified consultant in the amount of \$317,517.00 for a contract term from 10/17/17 to 12/31/19 for the design of the Southeast Library. Administering Department: Facilities Management

***Procurement Method:**

Solicitation for Qualifications No. 264262 was conducted in accordance with A.R.S. §34-603 and Pima County Board of Supervisors Policy D 29.1. Four (4) responsive statements of qualifications were received and evaluated by a five (5) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondent's 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 final highest qualified firm is recommended for award.

Attachments: Notice of Recommendation for Award and Consultant Services Contract

***Program Goals/Predicted Outcomes:**

Design and construct a new 9,000 square foot library, with associated site improvements, on Mary Ann Cleveland Way.

***Public Benefit:**

Provide the Vail community with a full service branch library. The Vail region was identified in 2006 as under served due to rapid growth in southeastern Pima County.

***Metrics Available to Measure Performance:**

The project remains within budget and construction is completed by the Fall of 2019.

***Retroactive:**

No

To: COB. 10-2-17
Ver. 1
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Revised 8/2017

Procure Dept 10/02/17 AM 11:13

Contract / Award Information

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 18-090
Effective Date: 10/17/17 Termination Date: 12/31/19 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 317,517.00 ☐ Revenue Amount: \$ _____

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

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

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

*Is the Contract to a vendor or subrecipient? vendor

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 09/22/2017 9-25-17

Department: Procurement 9/25/17 Telephone: 520-724-8272

Department Director Signature/Date: [Signature] 9/27/17

Deputy County Administrator Signature/Date: [Signature] 9-27-17

County Administrator Signature/Date: C. K. [Signature] 9/28/17
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: September 22, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to **Solicitation No. 264262 for Architectural and Engineering Design Services: Southeast Library (XSELIB)** 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 October 17, 2017.

Award is recommended to the Most Qualified Respondent.

AWARDEE NAME

Burns Wald-Hopkins Shambach Architects, Inc.

OTHER RESPONDENT NAMES

Breckenridge Group Architects-Planners

Engberg Anderson, Inc.

Line and Space, LLC

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

PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT	
PROJECT:	ARCHITECTURAL AND ENGINEERING DESIGN SERVICES: SOUTHEAST LIBRARY (XSELIB)
CONSULTANT:	BURNS WALD-HOPKINS SHAMBACH ARCHITECTS, INC. 261 N. COURT AVENUE TUCSON, ARIZONA 85701
AMOUNT:	\$317,517.00
FUNDING:	FM-CAPITAL PROJECTS NON-BOND

CONTRACT
No. <u>CT-FM-18-090</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

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 Architects, 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 Southeast Library; 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. 264262, CONSULTANT was determined to be the most qualified for this Project; and

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

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

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on October 17, 2017, and terminates on December 31, 2019, 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** (10 pages), **EXHIBIT "A-1" – SOUTHEAST LIBRARY PROGRAM SUMMARY** (6 pages), and **EXHIBIT "C" – 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 (31 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 Three Hundred Seventeen Thousand Five Hundred Seventeen Dollars and Zero Cents (\$317,517.00).

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

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

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

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

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

ARTICLE 5 - PROJECT BASELINE AND ADJUSTMENTS

- A. COUNTY and CONSULTANT have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other

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
Tucson, Arizona 85701
Tel: (520) 724-3085

CONSULTANT:

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

ARTICLE 22 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 264262, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

ARTICLE 23 – REMEDIES

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

ARTICLE 24 – SEVERABILITY

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

ARTICLE 25 – BOOKS AND RECORDS

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

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

ARTICLE 26 – DELAYS

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

ARTICLE 27 – DISPUTES

In the event of a dispute between the Parties regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this

Contract and CONSULTANT'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 29 – PUBLIC INFORMATION

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

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

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

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

ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

Any breach of CONSULTANT'S or any subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting

CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a subconsultant, and the subcontract is suspended or terminated as a result, CONSULTANT must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subconsultant, (subject to COUNTY approval if SBE or MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

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

ARTICLE 31-ISRAEL BOYCOTT CERTIFICATION

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

(The remainder of this page is intentionally left blank)

ARTICLE 32 - ENTIRE AGREEMENT

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

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

PIMA COUNTY:

CONSULTANT:

Chair, Board of Supervisors



Signature

Date

ROBIN SHAMBACH PRINCIPAL

Name and Title (Please Print)


ATTEST:

10/2/2017

Date

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

TOBIN ROSEN

Name (Please Print)

9/26/17

Date

EXHIBIT "A" - SCOPE OF SERVICES (10 Pages)

**PIMA COUNTY FACILITIES MANAGEMENT
NEW BUILDING SERVICES DIVISION**

**150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701
Tel: 520-724-3085 | Fax: 520-724-3900**

SCOPE OF PROFESSIONAL SERVICES REQUIRED

DATE: June 2017
PROJECT NAME: Southeast Library
BUILDING NAME: Southeast Library
BUILDING ADDRESS: Mary Ann Cleveland Way
PROJECT MANAGER: Ken Imoehl
TELEPHONE: 520 / 724-7467

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

2. Project Narrative:

The Pima County Public Library (Library District) provides library services to the citizens of the county and beyond. In an effort to provide a balance of facilities throughout the region, southeast Pima County was identified as a lesser served population.

Due to the rapid population growth of southeastern Pima County in the Vail area the need for a library in the region was identified in 2006.

This project is to design and construct a new 8 to 9,000 SF library. The land for the library (approximately 6 acres) is situated on County owned parcels in the vicinity of Houghton Rd. and Mary Ann Cleveland Blvd. (See **Map of the Area** prepared by the County, at end of **Exhibit A**)

This facility will address the immediate needs of this area for Library services serving the Vail community and far eastern Pima County. Community members will have access to library materials for homework support a cutting edge information commons; lending of wireless devices; programming for education, workforce development, and connected learning dedicated to Science, Technology, Engineering, Arts, Mathematics (STEAM) programming. Collaborative, flexible furnishings will help to promote the space as a gathering place for the community, a resource to support students and a center of neighborhood living.

The County's Project Team will consist of representatives from Pima County Facilities Management and Pima County Library Administration. 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

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

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

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

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

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

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

The library 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.

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

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

4. Estimated Budget & Cost Control

The total project budget shall not exceed \$4,500,000, which includes approximately \$2,500,000 available for construction by the General Contractor. The construction delivery method is Design-Bid-Build.

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

5. Project Schedule:

- a. Design through Construction Documents – Eight Months
- b. Permits and Bidding – Three Months
- c. Construction – 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 visit the project site and field measure and photograph existing conditions. The CONSULTANT shall provide to the COUNTY's Project Manager AutoCAD drawings (2010, or newer, format) of the existing conditions following the Pima County Facilities Management Design Standards. Drawings shall include a site plan indicating existing buildings, hardscape, landscaping, lighting, utilities and any special features, subject to demolition and/or relocation.

b. Program Verification:

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

7. Design Services Detail:

a. Applicable Codes and Regulations:

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

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

b. Schematic Design Phase:

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

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

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

c. Design Development Phase:

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

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

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

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

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

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

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

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

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

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

e. Construction Documents Phases (100% Completion):

The CONSULTANT shall develop from the 90% Construction Documents, the 100% Construction Document submission to be submitted by the COUNTY's Project Manager for obtaining the building permits and beginning the procurement process to obtain a General Contractor and furniture procurement. This submission includes drawings and full specifications, calculations and product cut sheets, setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be

familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The CONSULTANT shall conduct an in-house quality review session prior to submission to the COUNTY.

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

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

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

f. Bidding Phase:

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

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

g. Construction Administration Phase of the Construction Contract:

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

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

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

The CONSULTANT shall provide administration of the Construction Contract as set forth in the Construction Contract and General Conditions of the Owner-Contractor Construction Contract. The extent of the CONSULTANT duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without the written consent of the CONSULTANT, and that of the COUNTY.

The CONSULTANT, as the representative of the COUNTY during the Construction Phase, shall advise and consult with the COUNTY. All of the COUNTY instructions to the Contractor shall be issued through the CONSULTANT. The CONSULTANT shall have authority to act on behalf of

the COUNTY to the extent provided in this Agreement, the Construction Contract, and the General Conditions, unless otherwise modified in writing.

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

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

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

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

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

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

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

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

Defective work not remedied, or;

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

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

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

Damage to another contract, or;

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

Unsatisfactory execution of the Work by the Contractor.

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

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

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

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

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

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

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

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

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

B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

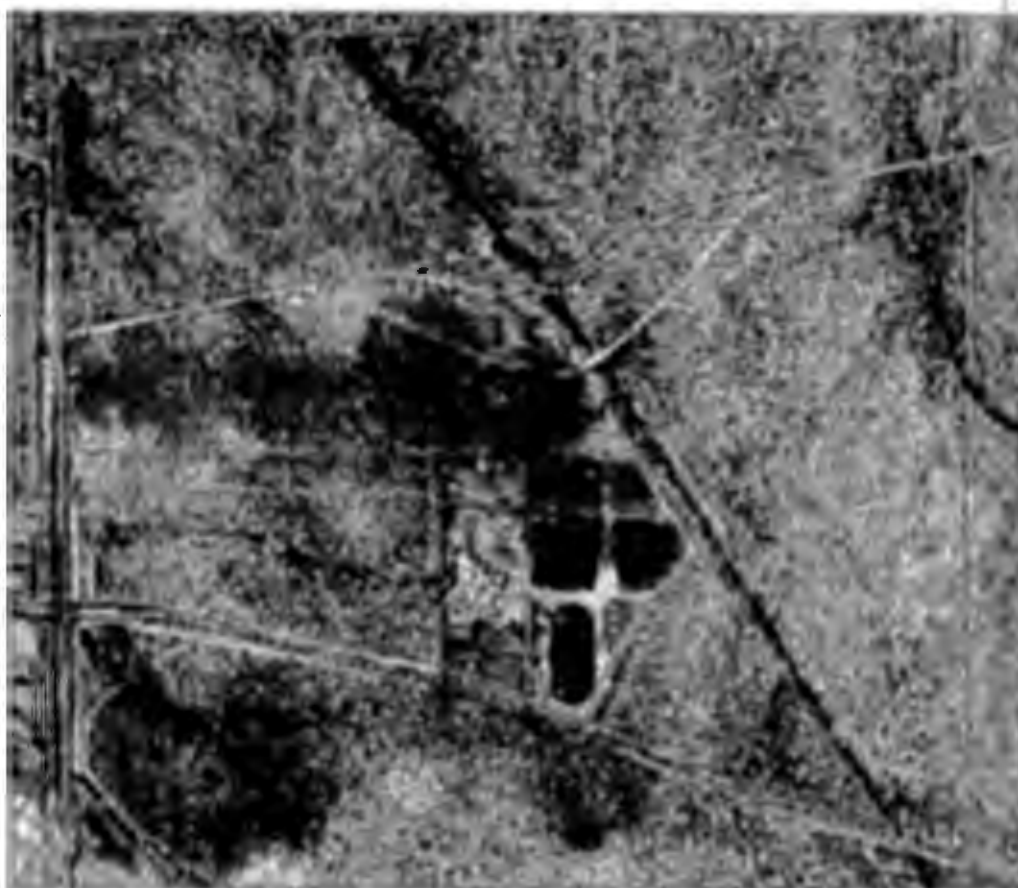
COUNTY shall provide the following items and services in support of the CONSULTANT'S work:

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

C. SERVICE CRITERIA

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

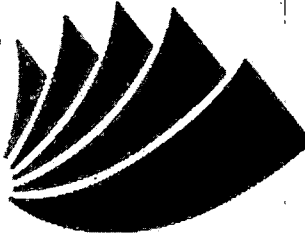
MAP OF THE AREA



A portion of the parcel 14117011C East of Houghton Rd along Mary Ann Cleveland Rd

END EXHIBIT "A"

**PIMA COUNTY
PUBLIC LIBRARY**



Southeast Library

Program Summary

June 27, 2017



PIMA COUNTY
FACILITIES MANAGEMENT

"Libraries: The medicine chest of the soul"

~Library at Thebes, inscription over the door~

INTRODUCTION

The Southeast Library will be an 8,000 to 9,000 GSF Branch Library located east of Houghton Road along Mary Ann Cleveland Road and is a site of approx. 6 acres. The need for a Library in this area was identified in 2006 and as the population grows so does the need for a library to be placed in this underserved area. Pima County Library (The Library) has planned a full Community Branch Library of about 20,000 SF in this area and continues to hold this as the best response to the needs of the community, however funding for a Library of this size is still off in the future and so will proceed to build this branch in this location to respond to the community needs in the near term. It is entirely possible that this building will be repurposed to a future need when the "ultimate" Southeast Library is built.

The demographics in the area is heavily family oriented. Single family residential neighborhoods have grown up around this area and within a few miles are a high school, a middle school and an elementary school as well as a tech based charter school.

Libraries are in a continual state of evolution and change. The size of the collection, Shelving needs to store it, the numbers of computers needed and the technology to support it are changing all the time. The very concept of a LIBRARY is being rewritten as are the concepts of how library services are delivered and what those services are. In the forefront of this evolution are terms such as Catalyst for Change, Library as Studio, Collaboration, Innovation, Incubator, Anythink, Maker Space all of which are making their way into the library lexicon and into how libraries are thinking about themselves.

It is fully the intent of The Library to incorporate this re-envisioning into this new branch. Much of the program will contain the traditional and "required" spaces and the populations that are served by the building (Children, Teens and Adults) will not change but how the spaces manifests themselves will be primary duty of the Architect. Further it should be understood that The Library, in partnership with the Design Consultant, will seek community input to better understand their needs and expectations for this branch.

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ABOUT PIMA COUNTY PUBLIC LIBRARY

The Pima County Public Library is the library district in Pima County and was consolidated into one system in 2006 and brought together the various City and County systems into a single entity. The Mission and ideals of Pima County Public Library are stated below and can also be found on the Library's website at <http://www.library.pima.gov/about/mission/>



Our Vision

Our Vision is an educated, connected community of readers, learners, doers, and dreamers.

Our Mission

We transform lives by educating, inspiring, and connecting people.

Our Values

Education

- We learn and teach every day.

Excellence

- We exceed expectations.

Freedom

- We defend the right to read and to know. We are free and open to all.

Diversity

- We serve everyone. We find strength in celebrating our differences.

Innovation

- We dream big. Anything is possible.

Community

- We work with our community to improve lives.

Passion

- We love what we do.

This program and the buildings that ultimately come from it are in support of this mission, vision and values.

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PROGRAM SUMMARY

Architecture in the public setting is important to the community and should reflect its culture, values and ideals. The mid-20th century modern architect Walter Gropius said, "Society needs a good image of itself. That is the job of the architect." Architecture by its nature is a collaborative endeavor. At its core, good architecture is a solution to a set of problems and response to a set of needs. Good architecture will respond to its site, its orientations, view sheds, exposures and the climate of the desert southwest. At its best good architecture will respond positively to the needs of its users. The Library represents our highest ideals for the pursuit of knowledge and information essential to a democratic society.

The selected design consultant team will be provided with an initial programming and design criteria document which will outline the new Southeast Library in both general and specific terms. The intention is to present the information and requirements the consultant will need to design a building that meets the needs of The Library and Pima County. Each and every library will be unique and will need to be fit onto a unique site and within a unique set of contextual elements. With this in mind the County and The Library have very specific needs and requirements suited to how The Library operates and the expectations the County has for fiscally responsible and maintainable buildings. It is the task of the design consultant to put the building in its time and place and give it an identity of its own. It is the intent of the program to provide the architect with as much design freedom as possible while providing a building that can be used and maintained over time and can be built to fit the budget.

The Southeast Library:

The building will contain at a minimum the 3 basic divisions of spaces and functions within any Pima County Library. These are:

- ❖ The Library itself which will include all the collections, program areas, and functional areas that comprise the Library.
- ❖ Staff Areas which include offices, areas needed to manage the collection and other staff support spaces.
- ❖ Public Multipurpose Room(s) which in some cases will be available to the public outside of normal library operating hours. This may not necessarily be the case for the Southeast Library and will be determined during the design process.

Spaces and programs within the Library will include:

- ❖ Children's areas and collections as well as a multipurpose room usable for story time read aloud programs.
- ❖ Teens areas specific to the interests of teenagers ages 11 to 16, teen centered collections, informal gathering space and study/consult rooms
- ❖ Adult areas and collections including informal gathering, reading and study spaces.
- ❖ Activities and Learning Spaces to be determined by the project team. Programs and activities for this Library are informed by the *Library as Studio Concept*. The listing of possibilities will be determined and refined during design and prioritized based on availability of space and desired programs. Examples of these are:
 - Quiet Nooks
 - Performance Space
 - Café
 - Social Space
 - Consult / Meeting Space
 - Maker Space
 - Class Space
 - Gaming
 - Lab (Computer)
 - Desk / Study
 - Break areas (Quiet)

The Program:

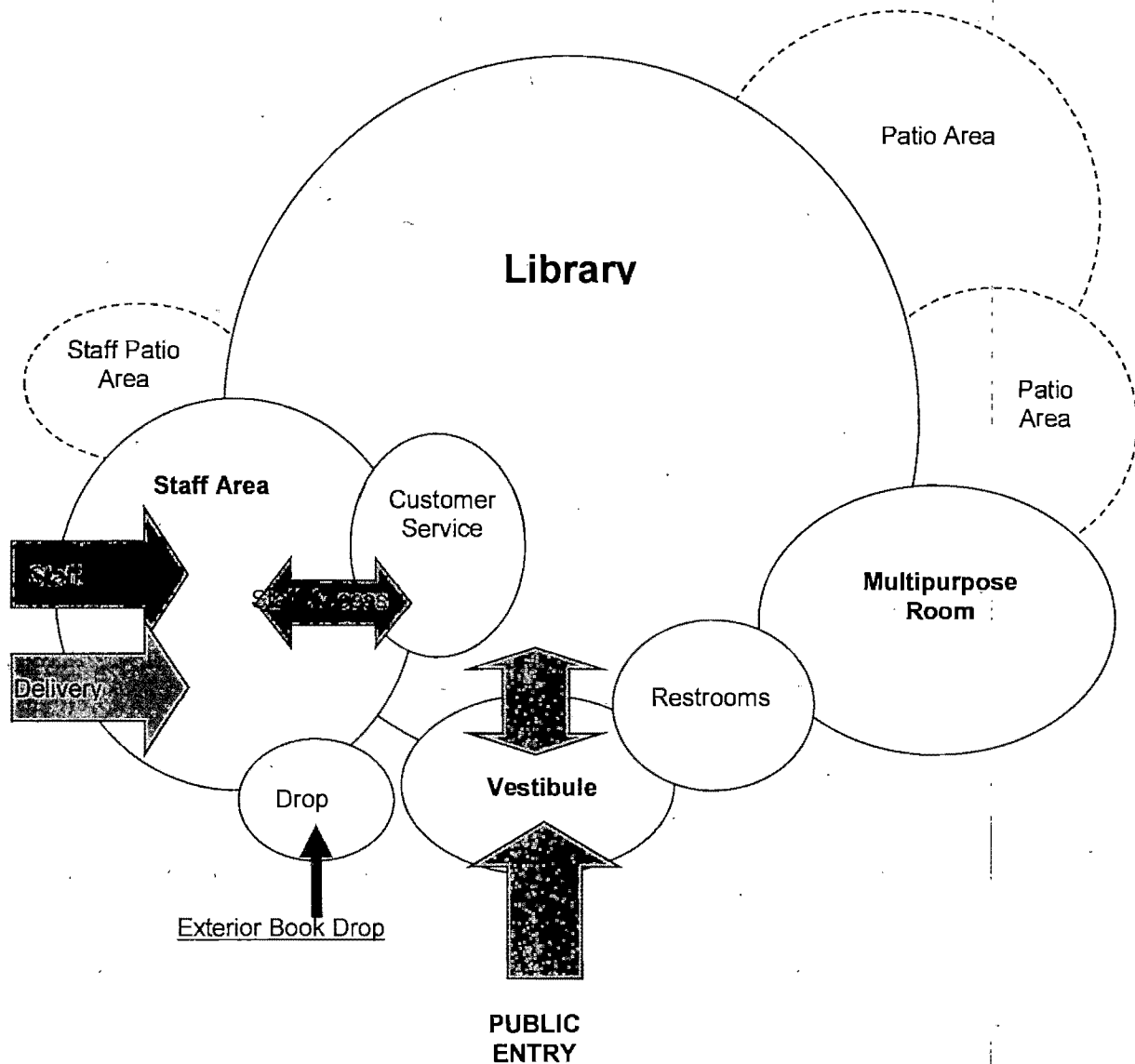
- ❖ Will list and describe all required/recommended spaces and recommended sizes of each element
- ❖ Will define building design criteria and standards for the building, site and interior design
- ❖ The spaces in the program are based on need and grounded in experience with what works. They reflect the needs of The Library and the programming and services they provide.
- ❖ The Program will also help guide the design team with respect to Fiscally Responsible Design, Design Criteria for General Building Requirements Materials; Finishes; FF&E Standards General System Requirements
- ❖ It is intended to be flexible. Variance of program elements can be made based on specific collections, locations and population demographics. Flexibility is key to responding to the evolving needs of the library and the services it provides.
- ❖ The organizational diagrams define the organizational structure of Pima County Public Libraries and reflect how The Library does business. The bubble diagram is the tool used to define spatial relationships and access requirements. Any developed floor plan should clearly reflect these organizational relationships.
- ❖ By mandate of the Board of Supervisors (Resolution 2007-84) 100% of all new County-funded buildings designed after June 30, 2008 and 100% of all building additions greater than 5,000 square feet to implement LEED elements sufficient to obtain 50 or more LEED points. The target for LEED is Silver (LEED v4). Adherence to all other Pima County Sustainability Guidelines shall also be a part.

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ORGANIZATIONAL DIAGRAM

The following diagram represent the Overall Organizational Concept and shows the overall relationships of the major building elements

Although relative size is shown to indicate relationships and prioritization of space, there is no scale expressed or implied.



END EXHIBIT "A-1"

EXHIBIT "B" - COMPENSATION SCHEDULE (31 pages)

1. *COST PLUS FIXED FEE SCHEDULE OF PAYMENTS*

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

(DO NOT SUBMIT THIS SCHEDULE WITH THE SOQ)

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2. *COMPENSATION DETAILS*

A. Cost Allocation and Ceilings

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

B. Cost Adjustments

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

C. Progress Payments

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

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

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

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

b. Annual Salaried Professionals

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

c. Allowable Annual Increases

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

d. Sub consultants

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

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

e. Vacation/Holidays

- Included in firm's audited multiplier

f. Sick Time

- Included in firm's audited multiplier

g. Billing for non-productive idle time

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

2. Multipliers

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

3. Travel Time

a. Air Travel

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

b. Land Travel

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

c. Local Travel between meetings and job sites

- Allowed

4. Expenses

- a. Mileage (Between Phoenix Metro Area and Pima County)
 - Approve at the established County mileage rate
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting not allowed
- b. Mileage – local
 - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting to and from work place not allowed
- c. Car Rental/Lease/Corporate Vehicles
 - Included in firm's audited multiplier or as other direct cost
- d. Hotel/Meals
 - Allow only for infrequent call-in of an out of state consultant for a limited period of time
 - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
 - Allowed charges to be identified as other direct costs
- e. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges
 - Include in firm's audited multiplier
- f. Relocation, second domicile or subsistence expenses
 - Negotiable on a case by case basis
- g. Reproduction Costs
 - Bill as other direct costs if not in audited multiplier
- h. All other direct costs will be detailed in the contract billing

5. Unallowable Costs

- a. Bonus
 - Not allowed as a direct charge or in the multiplier
- b. Entertainment Costs
- c. Marketing Costs
 - Only as allowed in audited multipliers
- d. Non-identifiable Costs
- e. Donations
 - Only as allowed in audited multipliers
- f. Mark-up on sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

F. INVOICING

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



September 12, 2017

Revised September 22, 2017

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

Attn: Scott Loomis, Commodity/Contracts Officer

**Re: Architectural and Engineering Design Services
Southeast Branch Library**

Dear Scott:

BWS Architects is pleased to present our proposal for architectural and engineering design services for the Pima County Southeast Library.

Project Scope

This proposal is in accordance with the scope of work and project requirements which were included in the Solicitation for Qualifications No. 264262 and attached.

Project Schedule

The program confirmation, design and construction document phase duration will be about 8 months with an anticipated start date of mid-October. 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. Our services will include interior space planning and concept furniture layout, interior ^{finish} materials color selection, fire sprinkler system calculations and conceptual head layout, up to three community presentations, building and room identification signage and the LEED Scorecard.

Existing Conditions Survey

We will visit the project site, photograph the existing conditions and provide site analysis.

BURNS WALD HOPKINS SHAMBACH ARCHITECTS
261 North Court Avenue
Tucson, Arizona 85701
520.795.2705 Fax 520.795.6171
www.bwsarchs.com

We anticipate Pima County will provide a full topographic survey including but not limited to existing utilities, easements, etc. We also understand Pima County will provide the geotechnical testing and report for the site based on criteria provided by the design team.

Program Verification: We will meet with the project team to verify the program and functional needs of the new building including site requirements. We anticipate Pima County will provide any previously developed building program.

Schematic Design. During this phase we will prepare a complete Schematic Design package, including drawings, outline specifications, building systems narratives and an estimate of probable construction cost.

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.

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.

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 coordinate printing and distribution of the bid 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. We will provide cad updates for Record Drawings.

A. Compensation:

A Cost Plus Fixed Fee of **\$287,517** per the attached Fee Development Worksheets and distributed as follows:

Existing Conditions Survey	\$4,921
Program Verification	\$5,272
Schematic Design	\$46,221
Design Development	\$59,753

Construction Documents	\$75,921
Bidding and Permitting	\$10,545
<u>Construction Administration:</u>	<u>\$84,884</u>
Total:	\$287,517

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
- Models and renderings
- Revisions to previously approved drawings
- Significant increases in project scope
- Sewer lift pump design
- Active rain water harvesting
- Fire Sprinkler hydraulic calculations or piping/head layout
- LEED Documentation for Certification
- Assistance with utility rebates
- Energy model to estimate energy use or life cycle cost estimates
- Commissioning services

C. Hourly Rates

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

D. 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). As discussed we estimate all reimbursable costs for the projects not to exceed, **\$5,000**.

E. 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: \$25,000

GRAND TOTAL \$317,517

Owner-furnished services

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

- Topographical and/or ALTA Survey
- Interior Design Services
- Hazardous Materials Testing
- Security system design
- Special systems design (including teledata, PA, CATV, etc)
- Geotechnical Testing and Recommendations
- Environmental assessments
- Furniture, Fixtures and Equipment
- Payment of all permits and fees
- Vendor/Owner-furnished design of audio-visual, telecom, security, photo-voltaic and other special systems
- 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 at all. We look forward to receiving your approval for this proposal.

Sincerely,

BWS Architects

A handwritten signature in black ink, appearing to read "Robin Shambach", with a stylized, flowing script.

Robin Shambach AIA LEED AP
Principal

September 11, 2017

Pima County

Southeast Library

FEE SUMMARY

BASIC SERVICES

BWS Architects

\$164,208

Consultants

KC MECH

\$23,086

MEI Electrical/IT Special Systems

\$22,459

Grenier Structural

\$16,302

Grenier (Civil)

\$24,442

McGann (Landscape)

\$19,330

Compusult Estimating

\$17,958

Subtotal Consultants Fee

\$123,577

Total Services

\$287,785

KC MECHANICAL ENGINEERING, L.L.C.

September 7, 2017

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

Re: Pima County Southeast Library

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, Plan Specifications, and Construction Administration for the mechanical and plumbing systems to serve this \$2.5 million construction budget with a +/-8,000-9,000 sf 1-story library near Houghton and Mary Ann Cleveland. No floorplan has yet been developed. This proposal includes the following:

1. COMcheck envelope, mechanical and plumbing reports to document compliance with the 2012 IECC.
2. Cooling/heating/ventilation calculations and design using rooftop or split system DX units as required. Exhaust will also be designed as required.
3. Plumbing design shall include Cold water, sewer, and vent piping for all required fixtures to be provided. Electric or gas water heaters will be designed as required. Fire sprinkler design criteria will also be provided.
4. Mechanical narrative and or drawings and specifications will be provided during each submittal as required.
5. Updating LEED scorecard as required during design but actual documentation of points and submission for certification is not included.
6. Construction Administration services include bidding assistance, responding to contractor's RFIs, equipment and materials shop drawing submittal review, and approximately 3 site observation visits/report. As-built drawings shall also be provided as required based on contractor mark-ups.

We are proposing a lump sum fee based on the hourly rates and estimated hours tabulated and summarized below:

Construction Documents for		
Existing Conditions Survey	\$	0.00
Program Verification	\$	965.25
Schematic Design	\$	2,634.50

Design Development	\$ 3,234.00
50% Construction Documents	\$ 5,071.00
90% Construction Documents	\$ 4,543.00
100% Construction Documents	\$ 2,981.00
Bidding	\$ 662.75
Construction Administration	\$ 2,230.25
Record Drawings	\$ 764.50
Total Professional Fee	\$ 23,086.25
Reimbursable Expenses- None anticipated at this time	

Per Pima County requirements, our office's hourly billing rates shall be as follows- direct labor rate + 150% (overhead) + 10% (profit):

Principal Engineer	$(\$59 * 2.5) + 10\% =$	\$162.25/hr
Project Designer	$(\$45 * 2.5) + 10\% =$	\$123.75/hr
Designer	$(\$32 * 2.5) + 10\% =$	\$88.00/hr
Clerical	$(\$22 * 2.5) + 10\% =$	\$60.50/hr

Program Verification

Task	Principal Engr	Project Engr	Designer	Clerical
Meetings/Site Visits		4		
Coordination	1	2		1
Total Hours	1	6	0	1
Total Direct Fee	\$59.00	\$270.00	\$0.00	\$22.00
Phase Total, including overhead and profit -			\$965.25	

Schematic Design

Task	Principal Engr	Project Engr	Designer	Clerical
Meetings			2	
Calculations			6	
Drawings/Narrative		6	6	
Coordination		2	4	1
Total Hours	0	8	18	1
Total Direct Fee	\$0.00	\$360.00	\$576.00	\$22.00
Phase Total, including overhead and profit -			\$2,634.50	

Design Development

Task	Principal Engr	Project Engr	Designer	Clerical
Calculations		1	8	
Drawings		1	16	
Specifications			2	
Coordination	1	1	4	1
Total Hours	1	3	30	1
Total Direct Fee	\$59.00	\$135.00	\$960.00	\$22.00

Phase Total, including overhead and profit - \$3,234.00

50% Construction Documents

Task	Principal Engr	Project Engr	Designer	Clerical
Meetings/Site Visits			2	
Calculations			6	
Equipment Schedules			8	
Drawings		2	20	
Specifications		2	2	
Coordination	2	4	4	1
Total Hours	2	8	42	1
Total Direct Fee	\$118.00	\$360.00	\$1,344.00	\$22.00
Phase Total, including overhead and profit -			\$5,071.00	

90% Construction Documents

Task	Principal Engr	Project Engr	Designer	Clerical
Calculations		1	2	
Equipment Schedules		1	4	
Drawings		2	22	
Specifications		2	2	
Coordination	2	2	6	1
Total Hours	2	8	36	1
Total Direct Fee	\$118.00	\$360.00	\$1,152.00	\$22.00
Phase Total, including overhead and profit -			\$4,543.00	

100% Construction Documents

Task	Principal Engr	Project Engr	Designer	Clerical
Drawings	4	2	18	
Specifications			2	
Coordination			3	1
Total Hours	4	2	23	1
Total Direct Fee	\$236.00	\$90.00	\$736.00	\$22.00
Phase Total, including overhead and profit -			\$2,981.00	

Bidding Assistance

Task	Principal Engr	Project Engr	Designer	Clerical
Pre-Bid Meeting			2	
Prior Approvals/Addenda	1		3	1
Total Hours	1	0	5	1
Total Direct Fee	\$59.00	\$0.00	\$160.00	\$22.00
Phase Total, including overhead and profit -			\$662.75	

Construction Administration

Task	Principal Engr	Project Engr	Drafter/Design	Clerical
------	----------------	--------------	----------------	----------

RFIs/Submittals	1	2	8	1
Site Visits/Meetings			12	
Total Hours	1	2	20	1
Total Direct Fee	\$59.00	\$90.00	\$640.00	\$22.00
Phase Total, including overhead and profit -			\$2,230.25	

Record Documents

Task	Principal Engr	Project Engr	Designer	Clerical
As-Builts			8	1
Total Hours			8	1
Total Direct Fee	\$0.00	\$0.00	\$256.00	\$22.00
Phase Total, including overhead and profit -			\$764.50	

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

- A. Sewer lift pump design, rain water harvesting, solar hot water, or grey water system design.
- B. Fire sprinkler hydraulic calculations or piping/head layout.
- C. LEED, Green Globes, or Energy Star documentation and/or Certification.
- D. Assistance with utility rebates.
- E. Construction cost estimates.
- F. Energy model to estimate energy use or life cycle cost estimates.
- G. Commissioning services for the mechanical and plumbing systems.

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

Sincerely,
KC Mechanical Engineering, LLC



Robert C. Kunkel, PE

KC Mechanical Engineering LLC

September 7, 2017

Fixed Fee Contracts - Schedule of Fees and Conditions

A. FEES AND PAYMENT

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

Principal Engineer	\$160.00/hr
Project Designer	\$120.00/hr
Designer	\$90.00/hr
Clerical	\$55.00/hr

Non-salary expenses directly attributable to the project will be charged at actual cost plus 20 percent service charge. They include:

- (a) living and traveling expenses of employees when away from home office on business connected with the project.
 - (b) identifiable communication expenses
 - (c) identifiable drafting and stenographic supplies and expenses
 - (d) identifiable reproduction costs applicable to the work.
2. The fee for Outside Services will be actual cost plus 20 percent of the actual cost to cover overhead and administration.
 3. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month provided agreed upon milestones are met.
 4. If payment is not received within 30 days of submitting invoice, all work will stop until payment has been received.
 5. Client agrees to be financially responsible for all engineering services. If it becomes necessary to take action to collect any amount due, the prevailing party shall be entitled to recover collection costs, attorney's fee, court costs, and the value of time lost by the Engineer and any of his employees in preparation for or participation in any collection action.

B. COMMENCEMENT OF WORK

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

C. MISCELLANEOUS PROVISIONS

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

C. MISCELLANEOUS PROVISIONS (continued)


2. INSURANCE

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

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

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

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



Robert C. Kunkel/KC Mechanical Engineering September 7, 2017
Date

Robin Shambach/BWS Architects Date

Project Name/Fees
Pima County Southeast Library

Total Professional Fee **\$23,086.25**
See breakdown on proposal.

Date:
Project

09/07/17
Southeast Library
KC Mechanical Enigneering

ITEM	Principal	Project Manager	Project Engineer	Senior Designer	Designer	Drafter	Admin/Cerical	TOTALS
Hourly Rate	59	45	45	45	32	28	22	
Existing Conditions Survey	0	0	0	0	0	0	0	0
Program Verification	1	0	6	0	0	0	1	8
Schematic Design	0	0	8	0	18	0	1	27
Design Development	1	0	3	0	30	0	1	35
Construction Documentation:								
50% CD Review Documents	2	0	8	0	42	0	1	53
90% CD Review Documents	2	0	8	0	36	0	1	47
Permit/Bid Documents	4	0	2	0	23	0	1	30
Bidding and Negotiation	1	0	0	0	5	0	1	7
Construction Administration	1	0	2	0	20	0	1	24
Record Drawings	0	0	0	0	8	0	1	9
Total Hours	12	0	37	0	182	0	9	240
LABOR EXTENSION	\$ 708	\$ -	\$ 1,665	\$ -	\$ 5,824	\$ -	\$ 198	\$ 8,395
Overhead (150%)	\$ 1,062.0	\$ -	\$ 2,497.5	\$ -	\$ 8,736.0	\$ -	\$ 297.0	\$ 12,592.5
SUB-TOTAL LABOR	\$ 1,770.00	\$ -	\$ 4,162.50	\$ -	\$ 14,560.00	\$ -	\$ 495.00	\$ 20,987.50
PROFIT @ 10%	\$ 177	\$ -	\$ 416	\$ -	\$ 1,456	\$ -	\$ 50	\$ 2,099
TOTAL	\$ 1,947	\$ -	\$ 4,579	\$ -	\$ 16,016	\$ -	\$ 545	\$ 23,086

MONRAD
ENGINEERING INC
CONSULTING ELECTRICAL ENGINEERS

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



Principals:

Fernando Galvez, P.E., RCDD, CTM

Joseph F. Smith, P.E.

Christian K. Monrad, P.E., LEED® AP

Lawrence E. Monrad, P.E., Emeritus

21 September 2017

BWS
261 N. Court Avenue
Tucson, AZ 85701

Attention: Mrs Robin Shambach

Subject: Pima County Southeast Library - Electrical and Telecommunications Engineering

Gentlemen:

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

- o 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:

DESIGN, BIDDING, and CA SERVICES

Electrical and telecommunications engineering services as outlined in Pima County Scope of Professional Services dated June 2017 Exhibit A, Exhibit A1 and Exhibit B

For performing these services, we are requesting an hourly not to exceed task order in the amount of \$22,459

Very truly yours,
MONRAD ENGINEERING, INC.


Fernando Galvez, P.E., RCDD, CTM

APPROVED:

BWS Architects

Date

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

ACEC
MEMBER

Date: 7 September 2017
Project: Pima County Southeast Library
Monrad Engineering, Inc.
Electrical & Telecommunications Engineering

ITEM	Principal	Project Manager	Project Engineer	Senior Designer	Designer	Drafter	Admin/Cerical	TOTALS
Hourly Rate	190	0	0	105	0	95	81	
Existing Conditions Survey	2	0	0	4	0	0	0	6
Program Verification	2	0	0	3	0	0	4	9
Schematic Design	4	0	0	8	0	8	2	22
Design Development	4	0	0	12	0	16	0	32
Construction Documentation:								
50% CD Review Documents	8	0	0	12	0	16	4	40
90% CD Review Documents	4	0	0	6	0	12	4	26
Permit/Bid Documents	2	0	0	4	0	10	2	18
Bidding and Negotiation	2	0	0	4	0	2	2	10
Construction Administration	8	0	0	16	0	2	2	28
Record Drawings	0	0	0	1	0	4	0	5
Total Hours	36	0	0	70	0	70	20	196
LABOR EXTENSION	\$ 2,373	\$ -	\$ -	\$ 2,550	\$ -	\$ 2,307	\$ 562	\$ 7,793
Overhead (162%)	\$ 3,845			4131		3738	911	\$ 12,624.6
SUB-TOTAL LABOR	\$ 6,219			6681		6045	1473	\$ 20,418
PROFIT @ 10%	\$ 622			668		604	147	\$ 2,042
TOTAL	\$ 6,840			7349		6649	1620	\$ 22,459



GRENIER ENGINEERING, INC.
Professional Engineering Consultants

September 20, 2017

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

Project: Southeast Library - Vail, Arizona - Scope of Work

Compensation:

Structural -	Schematic Design - \$ 1910
	Design Development - \$ 4610
	50% CD - \$ 3244
	90% CD - \$ 2580
	Permit/Bid Documents - \$ 850
	Bidding & Negotiation - \$ 227
	Construction Administration - \$2625
	Record Drawings - \$ 256
Civil -	Review of Boundary/Topo Survey - \$ 218
	Schematic Design - \$ 1730
	Design Development - \$ 10192
	50% CD - \$ 4077
	90% CD - \$ 4312
	Permit/Bid Documents - \$ 1563
	Bidding & Negotiation - \$ 96
	Construction Administration - \$ 1923
	Record Drawings - \$331

Scope of Work:

As stated in Exhibit "A" - Scope of Services for the new Southeast Library Project (Mary Ann Cleveland Way, Vail, AZ), as prepared by Pima County Facilities Management, New Building Services Division, we will provide the following engineering services:

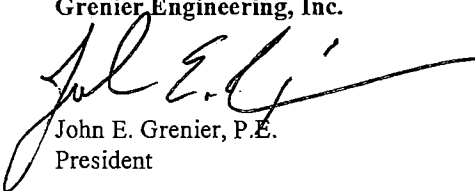
Structural Engineering services will include standard structural design for the primary building elements of a 9,000 square foot maximum, one story building (roof framing, walls, foundations and lateral load resisting systems) as well as miscellaneous site walls and retaining walls if required.

Civil Engineering Services will include standard civil design services for this +/- 6 acre site, and is limited to: review of Boundary & Topo survey (to be provided by others); coordination of the Drainage Report (proposed to be provided by CMG Drainage Engineering, Inc. as a sub-consultant to our firm); grading and drainage design and plans; on-site utility design and plans including capacity verification; a horizontal control plan; and the storm water pollution prevention plan (SWPPP).

Southeast Library Scope Letter
September 20, 2017
Page 2

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

Date:
Project

Southeast Library

CIVIL Grenier
Engineering

ITEM	Principal	Project Manager	Project Engineer	Senior Designer	Designer	Drafter	Admin/Cerical	TOTALS
Hourly Rate	51	43	49	28	0	26	0	
Existing Conditions Survey	0	1	0	2	0	0	0	3
Program Verification	0	0	0	0	0	0	0	0
Schematic Design (1)	2	8	0	12	0	0	0	22
Design Development	2	16	60	24	0	8	0	110
Construction Documentation:								
50% CD Review Documents	1	16	0	32	0	8	0	57
90% CD Review Documents	1	16	0	32	0	12	0	61
Permit/Bid Documents	1	8	0	12	0	0	0	21
Bidding and Negotiation	0	1	0	0	0	0	0	1
Construction Administration	0	20	0	0	0	0	0	20
Record Drawings	0	1	0	0	0	4	0	5
Total Hours	7	87	60	114	0	32	0	300
LABOR EXTENSION	\$ 357	\$ 3,741	\$ 2,921	\$ 3,135	\$ -	\$ 846	#VALUE!	\$ 11,000
Overhead (102%)	\$ 364.14	\$ 3,815.82	\$ 2,979.22	\$ 3,197.70	\$ -	\$ 863.00	#VALUE!	\$ 11,219.9
SUB-TOTAL LABOR	\$ 721	\$ 7,557	\$ 5,900	\$ 6,333	\$ -	\$ 1,709	#VALUE!	\$ 22,219.76
PROFIT @ 10%	\$ 72.11	\$ 755.68	\$ 590.00	\$ 633.27	\$ -	\$ 170.91	#VALUE!	\$ 2,222
TOTAL								\$ 24,442

Notes: (1) This category is for our sub-consultant CMG Drainage Engineering to provide the required Hydrology Report
(2) This category is for our sub-consultant CMG Drainage Engineering to provide the required Hydrology Report

Date: Project					Southeast Library		Grenier Engineering		STRUCTURAL	
ITEM	Principal	Project Manager	Project Engineer	Senior Designer	Designer	Drafter	Admin/Cerical	TOTALS		
Hourly Rate	51	43		26	27	18				
Existing Conditions Survey	0	0	0	0	0	0	0	0		
Program Verification	0	0	0	0	0	0	0	0		
Schematic Design	6	6	0	4	3	6	0	25		
Design Development	7	12	0	14	19	18	0	70		
Construction Documentation:										
50% CD Review Documents	3	9	0	9	10	23	0	54		
90% CD Review Documents	3	10	0	9	10	4	0	36		
Permit/Bid Documents	2	4	0	0	2	3	0	11		
Bidding and Negotiation	2	0	0	0	0	0	0	2		
Construction Administration	4	18	0	0	0	11	0	33		
Record Drawings	0	1	0	0	0	4	0	5		
Total Hours	27	60	0	36	44	69	0	236		
LABOR EXTENSION	\$ 1,381	\$ 2,596	\$ -	\$ 952	\$ 1,166	\$ 1,242	#VALUE!	\$ 7,336		
Overhead (102%)	\$ 1,408.67	\$ 2,647.51	\$ -	\$ 970.88	\$ 1,189.32	\$ 1,266.84	#VALUE!	\$ 7,483.2		
SUB-TOTAL LABOR	\$ 2,790	\$ 5,243	\$ -	\$ 1,923	\$ 2,355	\$ 2,509		\$ 14,819.71		
PROFIT @ 10%	\$ 278.97	\$ 524.31	\$ -	\$ 192.27	\$ 235.53	\$ 250.88		\$ 1,482		
TOTAL									\$ 16,302	

Pima County – Southeast Library – Scope of Landscape Architectural Services

Task 1 – Existing Conditions Survey

McGann & Associates will:

- Participate in an on-site meeting
- Prepare / distributed notes related to conditions impacting site development

Task 2 – Program Verification

(Program verification task to be performed by others).

Task 3 – Schematic Design

McGann & Associates will:

- Coordinate with BWS and other project consultants
- Prepare Schematic Design level drawings for landscape and irrigation improvements
- Provide documents in .pdf file format

Task 4 – Design Development

McGann & Associates will:

- Coordinate with BWS and other project consultants
- Provide written responses to Owner comments pertaining to the SD Submittal
- Prepare DD Level drawings for the landscape and irrigation improvements
- Prepare outline specifications for the landscape and irrigation improvements
- Prepare a preliminary cost estimate for the landscape and irrigation improvements
- Provide documents in .pdf file format

Task 5 – Construction Documents – 50%

McGann & Associates will:

- Coordinate with BWS and other project consultants
- Provide written responses to Owner comments pertaining to the DD Submittal
- Prepare 50% CD Level drawings for the landscape and irrigation improvements
- Prepare draft specifications for the landscape and irrigation improvements
- Prepare an updated cost estimate for the landscape and irrigation improvements
- Provide documents in .pdf file format

Task 6 – Construction Documents – 90%

McGann & Associates will:

- Coordinate with BWS and other project consultants
- Provide written responses to Owner comments pertaining to the 50% CD Submittal
- Prepare 90% CD Level drawings for the landscape and irrigation improvements
- Prepare pre-final specifications for the landscape and irrigation improvements

- Prepare an updated cost estimate for the landscape and irrigation improvements
- Provide documents in .pdf file format

Task 7 – Permits / Bid Documents

McGann & Associates will:

- Coordinate with BWS and other project consultants
- Provide written responses to Owner comments pertaining to the 90% CD Submittal
- Prepare Final, Sealed Construction Drawings for the landscape and irrigation improvements
- Prepare Final, Sealed Specifications for the landscape and irrigation improvements
- Prepare a Final Cost Estimate for the landscape and irrigation improvements
- Provide documents in .pdf file format

Task 8 – Bidding and Negotiation

McGann & Associates will:

- Respond to potential bidder questions
- Provide information for addenda, if required

Task 9 – Construction Administration

McGann & Associates will:

- Participate in a Pre-Construction Meeting
- Review the Contractor's landscape and irrigation submittals
- Respond to RFI's related to the landscape and irrigation plans and specifications
- Make up to 4 visits to the site during construction
- Inspect the landscape and irrigation improvements at the time of Substantial Completion
- Prepare a Punch List and conduct a final inspection

Task 10 – Record Drawings

McGann & Associates will:

- Prepare landscape and irrigation as-built drawings based on Contractor provided red-lines
- Provide as-built / record drawings in .pdf file format

Fee Worksheet - McGann & Associates
Landscape Architectural Services

Date: 09/05/17		Project Southeast Library						
ITEM	Principal / Landscape Architect	Project Manager	Project Landscape Architect	Senior Designer	Landscape Designer	Landscape CAD Drafter	Admin/Cerical	TOTALS
Hourly Rate (Direct Labor Only)	\$43.74		\$34.55		\$27.28	\$24.00	\$20.00	
Existing Conditions Survey	0	0	4	0	0	0	0	4
Program Verification	0	0	0	0	0	0	0	0
Schematic Design	1	0	11	0	0	12	0	24
Design Development	1	0	13	0	0	19	0	33
Construction Documentation:								
50% CD Review Documents	7	0	24	0	0	19	0	50
90% CD Review Documents	5	0	21	0	0	18	0	44
Permit/Bid Documents	2	0	8	0	0	10	0	20
Bidding and Negotiation	0	0	4	0	0	0	0	4
Construction Administration	2	0	36	0	0	0	0	38
Record Drawings	0	0	2	0	0	5	0	7
Total Hours	18	0	123	0	0	83	0	224
LABOR EXTENSION	\$787.32	\$0.00	\$4,249.65	\$0.00	\$0.00	\$1,992.00	\$20.00	\$ 7,029
Overhead (150%)	\$1,180.98	\$0.00	\$6,374.48	\$0.00	\$0.00	\$2,988.00	\$30.00	\$ 10,543.5
SUB-TOTAL LABOR (DL+OH)	\$1,968.30	\$0.00	\$10,624.13	\$0.00	\$0.00	\$4,980.00	\$50.00	\$ 17,572.43
PROFIT @ 10% (of DL+OH)	\$196.83		\$1,062.41		\$0.00	\$498.00	\$5.00	\$ 1,757
TOTAL	\$2,165.13		\$11,686.54		\$0.00	\$5,478.00	\$55.00	\$ 19,330

Compusult

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

PROJECT QUOTE

Date: September 8, 2017

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

Project: Southeast Library
Vail, Arizona

Amount of Schematic Design Estimate - \$3,000.
Quote: Design Development Estimate - \$4,100.
50% Construction Documents Estimate - \$5,100.
90% Construction Documents Estimate - \$5,750.

Comments: Compusult will provide complete estimates at the design levels listed above. The estimates will be in standard Compusult format and broken out by site and building. Compusult excludes all FFE, meetings, reconciliation with a contractor, a bid estimate and CA services. Compusult includes time for value engineering/estimate updating. BWS will provide any 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.

Date:
Project

Southeast Library

Compusult

ITEM	Sr. Estimator							TOTALS
Hourly Rate	85							
Existing Conditions Survey	0							0
Program Verification	0							0
Schematic Design	30							30
Design Development	41							41
Construction Documentation:								
50% CD Review Documents	51							51
90% CD Review Documents	57.5							58
Permit/Bid Documents	0							0
Bidding and Negotiation	0							0
Construction Administration	0							0
Record Drawings	0							0
Total Hours	180							180
LABOR EXTENSION	\$ 15,258							\$ 15,258
Overhead (7%)	\$ 1,068.03							\$ 1,068.0
SUB-TOTAL LABOR	\$ 16,325.53							\$ 16,325.53
PROFIT @ 10%	\$ 1,632.55							\$ 1,633
TOTAL	\$ 17,958.08							\$ 17,958



BWS Architects

Principal	\$140
Project Designer	\$140
Project Architect	\$96
Specifier/Cost Estimator	\$92
Architectural Designer	\$60
Admin/Clerical	\$67

McGann & Associates

Principal/Landscape Architect	\$120
Project Landscape Architect	\$95
Landscape Designer	\$90
Landscape CAD Drafter	\$75
Admin/Clerical	\$55

Monrad Engineering

Principal	\$190
Senior Designer	\$105
Drafter	\$95
Admin/Clerical	\$81

KC Mechanical

Principal	\$162
Project Engineer	\$124
Designer	\$88
Admin/Clerical	\$61

Grenier (Structural)

Principal	\$114
Project Manager	\$96
Senior Designer	\$59
Designer	\$58
Drafter	\$40

Grenier (Civil)

Principal	\$113
Project Manager	\$96
Project Engineer	\$108
Senior Designer	\$61
Drafter	\$59

Compusult

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



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	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 1,930.00				



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

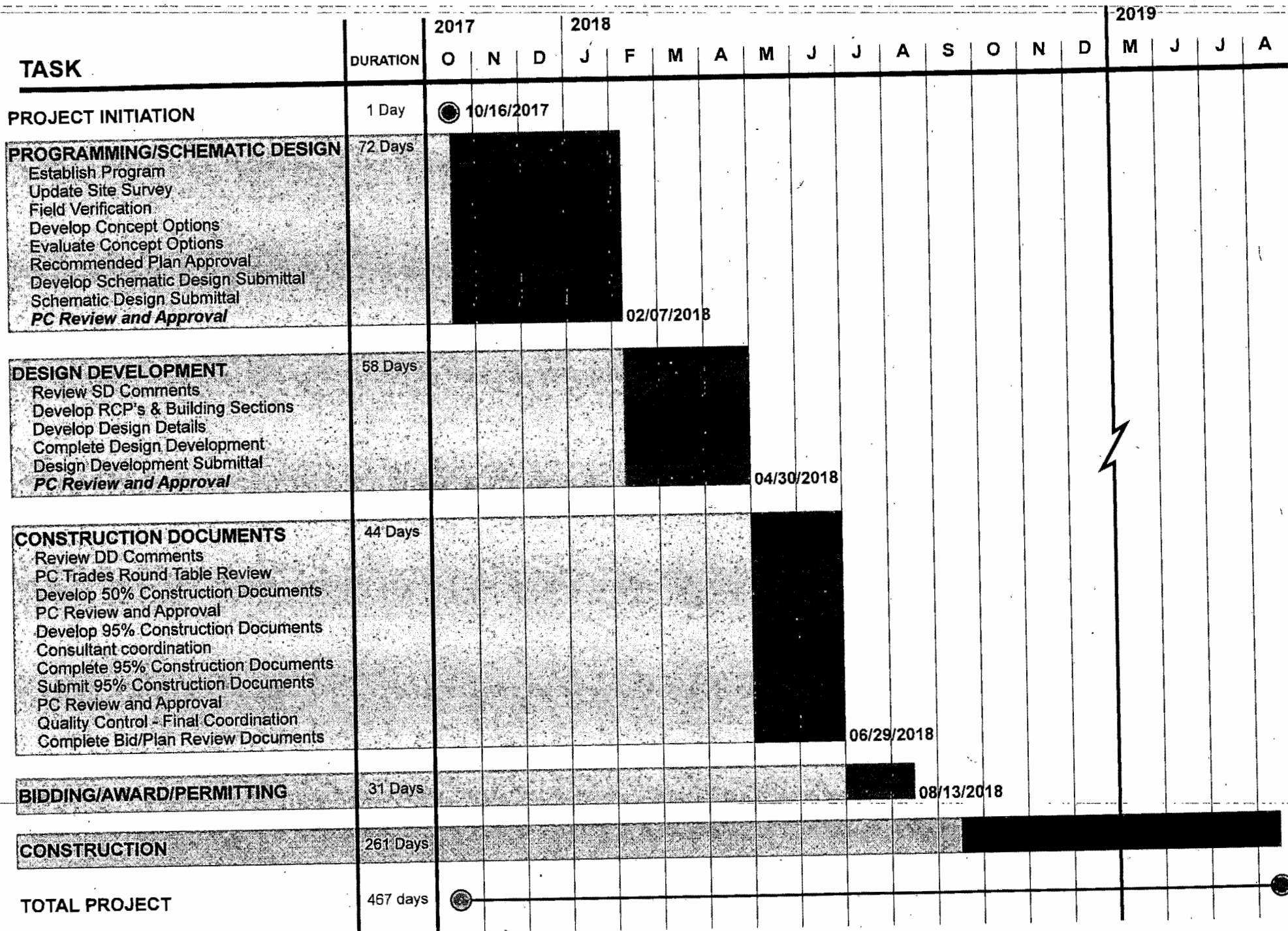


EXHIBIT "C" – CADMASTER LAYERS (1 page)

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-OCPP	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-CDFF	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 "C"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2017

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

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

PRODUCER: FRED FRUCHTHENDLER FRUCHTHENDLER & COMPANY P O BOX 42040 TUCSON, AZ 85733		CONTACT NAME: FRED FRUCHTHENDLER PHONE (A/C No. Ext): 520.512.5201 FAX (A/C No.): 520.325.6747 E-MAIL ADDRESS: FRED@INSURE-TUCSON.COM	
INSURED: BURNS WARD HOPKINS SHAMBACH ARCHITECTS INC 261 NORTH COURT AVENUE TUCSON, AZ 85701		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS INSURANCE CO OF AMERICA INSURER B: TRAVELERS INDEMNITY INSURANCE CO INSURER C: INSURER D: INSURER E: INSURER F:	

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-7H60965-16	12/23/2016	12/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	680-7H60965-16	12/23/2016	12/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			CUP-5G346275-16	12/23/2016	12/23/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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 - Southeast Branch Library, Tucson AZ

CERTIFICATE HOLDER

PIMA COUNTY PROCUREMENT DEPT
DESIGN AND CONSTRUCTION DIVISION-ATT:SCOTT LOOMIS
130 EAST CONGRESS STREET, 3RD FLOOR
TUCSON, AZ 85701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

FRED B FRUCHTHENDLER



CERTIFICATE OF LIABILITY INSURANCE

BURNS-1

OP ID: TA

DATE (MM/DD/YYYY)

09/25/2017

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

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

PRODUCER Stuckey Ins & Assoc Agencies 2850 E Camelback Rd, Suite 325 Phoenix, AZ 85016 Mary Lodwick		CONTACT NAME: Sally Perkins PHONE (A/C, No, Ext): 602-264-5533 FAX (A/C, No): 602-279-9336 E-MAIL ADDRESS: sally.perkins@stuckeyinsurance.com		
INSURED Burns Wald-Hopkins Shambach 261 N Court Avenue Tucson, AZ 85701		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:				

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	59WEGTU4553	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab		CM17DPL006949IV	09/01/2017	09/01/2018	Per Claim 3,000,000 Aggregate 3,000,000

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: Architectural and Engineering Design Services Southeast Branch Library

CERTIFICATE HOLDER**CANCELLATION**

PIMAC-6 Pima County Procurement Department Design and Construction 130 W Congress 3rd Fl Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Lodwick</i>
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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.