



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

Award Contract Grant

Requested Board Meeting Date: 01/16/18

or Procurement Director Award

* = Mandatory, information must be provided

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

Chee Salette Architecture Office, Inc. (Headquarters: Glendale, CA)

***Project Title/Description:**

Design Services for January 8 Memorial In El Presidio Park (XJAN8M)

***Purpose:**

Award: Contract No. CT-FM-18-143. This award of contract is to provide design services in a not-to-exceed amount of \$33,000.00 for a contract term of January 16, 2018 to November 30, 2019. Administering Department: Facilities Management.

***Procurement Method:**

Pursuant to the authority of A.R.S. § 34-606, award for Requisition No. 277104 is recommended to the above-named consultant which has accepted the terms of the County's standard contract and with which the County has negotiated a satisfactory agreement.

Attachments: County Administrator Memorandum and Consultant Services Contract

***Program Goals/Predicted Outcomes:**

To complete the design and construct a January 8 permanent memorial based on approved Design Development documents to be located adjacent to the Pima County Historic Courthouse to the west. The Memorial will commemorate the victims, their families, first responders, medical personnel, community organizations, government leaders, and the citizens of Pima County.

***Public Benefit:**

The completion of the January 8 Memorial will demonstrate how Tucson citizens were able to work together to achieve a common community vision. This project will dovetail with the renovations and tenant improvements of the Pima County Historic Courthouse and will be a valuable addition to the El Presidio Park.

***Metrics Available to Measure Performance:**

Facilities Management will manage the contract with the consultant and monitor project milestones so that the project stays on budget and on schedule to coincide with the Historic Courthouse Phase 2 Tenant Improvements.

***Retroactive:**

No.

*To: COB 1-2-2018 (1)
Vers: 1
Pgs: 38*

Procure Dept 01/02/18 PM03:35

Contract / Award Information

Document Type: CT Department Code: FM Contract Number (i.e.,15-123): 18-143
Effective Date: 01/16/18 Termination Date: 11/30/19 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* 33,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: Operating Transfer Special Revenue

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 12/26/2017 TRP/Revenue - 12/27/17
Department: Procurement Telephone: 520-724-8272
Department Director Signature/Date: [Signature] 12/27/17
Deputy County Administrator Signature/Date: [Signature] 12-29-17
County Administrator Signature/Date: [Signature] 12/29/17
(Required for Board Agenda/Addendum Items)



PIMA COUNTY

MEMORANDUM

FACILITIES MANAGEMENT

Date: December 11, 2017

To: C.H. Huckelberry
County Administrator

From: Lisa Josker 
Director Facilities Management

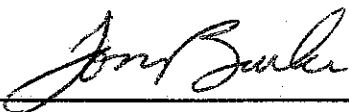
Re: Selection of Chee Salette Architecture Office for design of the January 8 Memorial in El Presidio Park

We are requesting your approval for the County to contract with Chee Salette Architecture Office (CSAO) located in Los Angeles California to complete the January 8 Memorial design pursuant to ARS 34-606.

CSAO was originally selected through a public design competition (RFQ) administered by the then known Tucson-Pima Arts Council in 2014. CSAO has taken the design through the Design Development phase under contract with the January 8 Memorial Foundation Board. Because of the reduction in funding and project scope, the Design Development performed by CSAO will need to be updated and revised. Following that, CSAO will perform Construction Documents and Construction Administration. As the County is assuming management of the project, it is necessary to get CSAO under contract as quickly as possible.

We request your concurrence/approval on this approach to continue the design.

Concur:



Tom Burke, Deputy County Administrator – Administration

12-28-17

Date

Approved Not Approved:



C.H. Huckelberry, County Administrator

12/28/17

Date

c: Scott Loomis, Procurement;

Sheila Cook, Deputy Director, Facilities Management

Carter Volle, Facilities Management

PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT		<table border="1"> <tr><td style="text-align: center;">CONTRACT</td></tr> <tr><td>NO. <u>CT-FM-18-143</u></td></tr> <tr><td>AMENDMENT NO. _____</td></tr> <tr><td style="font-size: small;">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td></tr> </table>	CONTRACT	NO. <u>CT-FM-18-143</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT						
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AMENDMENT NO. _____						
This number must appear on all invoices, correspondence and documents pertaining to this contract.						
PROJECT:	Design Services for January 8 Memorial In El Presidio Park (XJAN8M)					
CONSULTANT:	Chee Salette Architecture Office, Inc. 1800 South Brand Blvd., Suite 212 Glendale, California 91204					
AMOUNT:	\$33,000.00					
FUNDING:	Operating Transfer Special Revenue					
		(stamp here)				

CONSULTANT SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Chee Salette Architecture Office, hereinafter called CONSULTANT, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Design Services for the January 8 Memorial at El Presidio Park in downtown Tucson; and,

WHEREAS, the Tucson-Pima Arts Council selected Chee Salette Architecture Office (CONSULTANT) to design the memorial and a master plan concept; and

WHEREAS, CONSULTANT completed the Master Plan, Schematic Design and Design Development under contract with the January 8 Memorial Foundation.

WHEREAS, COUNTY will manage the design contract beginning with Design Development Redesign Phase and manage the construction contract since the memorial will be adjacent to the Historic Old Courthouse and will sit partially on County-owned land; and

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

WHEREAS, it was determined that under the provisions of A.R.S. § 34-606 competition is impracticable for the design services, and that CONSULTANT is deemed to be the best source for said work; and

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

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

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract as approved by the Board of Supervisors commences on January 16, 2018, and terminates on November 30, 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 project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, must approve any change order to the Contract or to the Scope of Services before CONSULTANT performs the work authorized by the change order.

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ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Design Services for the Project for the COUNTY as described in **EXHIBIT “A”**: **SCOPE OF SERVICES** (9 pages), attached to this Contract.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT Not to Exceed Thirty-Three Thousand Dollars and Zero Cents (\$33,000.00). CONSULTANT'S fees are as stated in **EXHIBIT “B”**: **CONSULTANT FEE PROPOSAL** (13 pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. The COUNTY may consider adjustments to rates in connection with any extensions of the Contract term.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices must 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 Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. SUBCONSULTANT charges shall be supported by appropriate documentation with each separate invoice submitted.

Direct Costs incurred by the CONSULTANT in the performance of services directly relating to the tasks in the Contract and authorized in advance by COUNTY will be billed at cost. Direct costs include the following:

- Printing of project plan sheets as bluelines.
- Reproduction costs identifiable as being applicable to the printing of reports, photostating, or by a technique of lithography, printing and binding.
- Costs associated with the delivery of reports to the COUNTY.
- Reproduction costs as incurred from the COUNTY that are needed for project development and data gathering.
- Travel expenses outside Tucson metropolitan area.

Each Direct Cost, exceeding \$100.00 in an invoice, will be accompanied by backup documentation.

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

For the period of record retention required under **Article 22**, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

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

ARTICLE 4 – INSURANCE

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

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

4.1 Minimum Scope and Limits of Insurance:

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

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.
- 4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.
Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.
- 4.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.
In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

4.2 Additional Insurance Requirements:

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

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

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number here).

4.4 Verification of Coverage:

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

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

4.5 Approval and Modifications:

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

ARTICLE 5 – INDEMNIFICATION

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

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

ARTICLE 6 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract 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 7 – STATUS OF CONSULTANT

The status of CONSULTANT is that of an independent contractor and CONSULTANT is not 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 will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 – CONSULTANT'S PERFORMANCE

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

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

ARTICLE 9 – NON-WAIVER

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

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

ARTICLE 11 – NON-ASSIGNMENT

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

ARTICLE 12 – NON-DISCRIMINATION

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

ARTICLE 13 – AMERICANS WITH DISABILITIES ACT

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

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

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

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

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

A. Upon a failure by CONSULTANT to start cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONSULTANT and its sureties, if any, will be liable for any damage to the COUNTY resulting from CONSULTANT'S default, including any increased costs incurred by COUNTY in completing the work.

- B. In the event of a complete failure of payment or performance by COUNTY to CONSULTANT in accordance with this Agreement, such failure shall be considered cause for suspension of performance of services by CONSULTANT under this Agreement. If CONSULTANT elects to suspend services, CONSULTANT shall give twenty-one (21) days' written notice to COUNTY before suspending services. In the event of an authorized suspension of services, CONSULTANT shall have no liability to COUNTY for delay or damage caused by such suspension of services. Before resuming services, CONSULTANT shall be paid all sums due prior to suspension. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- C. The occurrence of any of the following constitutes an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
 5. Failure to make prompt payment to SUBCONSULTANTS or suppliers for material or labor;
 6. Loss of CONSULTANT'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT'S performance of this Contract;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- D. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- E. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of 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 consultant 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 SUBCONSULTANTS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the SUBCONSULTANTS or suppliers; and

2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.
- F. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- G. If, after termination of the Contract for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- H. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of 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, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 18 – NOTICES

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

COUNTY:

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

CONSULTANT:

Marc Salette, Principal
Chee Salette Architecture Office, Inc.
1800 South Brand Blvd., Suite 212
Glendale, California 91204
Tel: (323) 600-3445

ARTICLE 19 – OTHER DOCUMENTS

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in CONSULTANT'S response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this Contract is inconsistent with those of any other document, the Contract provisions will prevail.

ARTICLE 20 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 24 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 21 – SEVERABILITY

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

ARTICLE 22 – BOOKS AND RECORDS

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

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

ARTICLE 23 – DELAYS

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

ARTICLE 24 – DISPUTES

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

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

ARTICLE 25 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. Ownership of Artwork is addressed, as referenced in **EXHIBIT "B": CONSULTANT FEE PROPOSAL**. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

ARTICLE 26 – PUBLIC INFORMATION

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

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

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

COUNTY 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 27 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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

ARTICLE 28 – ISRAEL BOYCOTT CERTIFICATION

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 the page intentionally left blank.

ARTICLE 29 - ENTIRE AGREEMENT

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

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

APPROVED

Chair, Board of Supervisors

Date

CONSULTANT



Signature

TINA CREE, PRESIDENT

Name and Title (Please Print)

12/20/17

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

TOBIN ROSEN

Name (Please Print)

12/20/17

Date

EXHIBIT "A" - SCOPE OF SERVICES (9 pages)

**PIMA COUNTY FACILITIES MANAGEMENT
NEW BUILDINGS 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: Revised December 26, 2017
PROJECT NAME: January 8 Memorial in El Presidio Park
BUILDING NAME: January 8 Memorial
BUILDING ADDRESS: Downtown, Tucson, Arizona
PROJECT MANAGER: Carter L. Volle
TELEPHONE: 520 / 724-3303

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, or any phase thereof, 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. CONSULTANT shall then be responsible to maintain and update the schedule on a monthly

basis until construction begins. Along with the schedule the CONSULTANT shall provide progress reports to the COUNTY's project manager on a bi-monthly basis throughout the Design Services. The CONSULTANT shall submit each schedule revision to the COUNTY for review and approval.

2. Project Background:

During the past number of years, the January 8 Memorial Foundation has been laying the groundwork for a Memorial to the victims and survivors of the horrific shooting which occurred on January 8, 2011. The shooting took place at a Safeway store where Congresswoman Gabrielle Giffords was critically wounded, six individuals killed and 13 others wounded at a "Congress on your Corner" event. Temporary vigil sites were formed at the store's entry, the University Medical Center front lawn, and at the Congresswoman's office. Although these three sites were important spiritual spaces for our community's gathering and healing, the planning for a permanent Memorial site was focused on a location at the heart of our community and our local government – in downtown Tucson.

In 2015, a selection panel headed up by Tucson-Pima Arts Council selected Chee Salette Architecture Office to design the Memorial and a master plan concept for El Presidio Park. The Master Plan and Schematic Design and Design Development have been completed. This involved an extensive community outreach process that took place during the Schematic Design Phase. Pima County has been asked to manage the design contract beginning at Construction Document phase and manage the construction contract since the Memorial will be adjacent to the Historic Old Courthouse and will sit partially on County owned land.

The January 8 permanent Memorial has long been anticipated and expected by Arizona Citizens. The completion of the Memorial will demonstrate to communities around the world how Tucson was able to work together to achieve a common community vision. The tragedy will be remembered, but it will also commemorate the victims, their families, first responders, medical personnel, community organizations, government leaders, and the citizens of Pima County.

3. Project Narrative:

To redesign the Memorial by Chee Salette Architecture Office due to the reduction of funding to a Design Development level. To complete design and construct a memorial based on approved redesigned Design Development documents to be located adjacent to the Pima County Historic Courthouse to the west. The Memorial vision is to incorporate outdoor spaces into a master plan that creates spaces for quiet reflection and remembrance, gathering spaces dedicated to "democracy in action", and landscaped open space design elements with public art inspired by the spirit of the three January 2011 vigil sites. Modifications and improvements to the Park will be included in this scope as necessary to realize the successful implementation of the Memorial.

It is important for the vision of the Memorial to connect the existing downtown pedestrian paths and outdoor spaces that will link the Memorial components together in a unified concept that celebrates the theme "Together we thrive". At the completion of the Memorial development, visitors will be able to experience the January 8 story within the rich Tucson historical context.

Most recently, the project has been reduced in scope, scale and features to meet anticipated contributions to the Foundation. Water features and Memorial symbols are also being reduced or eliminated. The Project includes the donor recognition elements approved by the COUNTY.

4. Project Team:

The project team will be made up of representatives from:

- Pima County Administrator's Office
- City of Tucson Manager's Office
- City Parks and Recreation Department
- Pima County Office Sustainability and Conservation
- January 8 Memorial Board
- Pima County Facilities Management
- Chee Salette Architecture Office

5. Estimated Budget & Cost Control

The total project budget shall not exceed **\$2,500,000**, which includes approximately \$1,800,000 available for construction by the contractor. These amounts are approximate and the best estimate of funds made at this time and contingent on the actual funds raised by the Foundation. The donor recognized elements are included in the construction budget and base bid. Other surrounding landscaped areas are not included in the construction budget and will be bid as add alternates.

The construction delivery method is Design-Bid-Build. The Memorial design is to be bid as part of the Historic Courthouse Phase 2 Tenant Improvement package.

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. If necessary the CONSULTANT 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.

6. Project Schedule:

- a. Memorial Redesign Phase – Two months

Scheduling of future phases to be negotiated

- b. Construction Document Phase – Six months – To be completed by September 30, 2018
- c. Bidding Phase – Three Months
- d. Construction through Substantial Completion – Six Months – to start in conjunction with the Pima County Historic Courthouse tenant improvements currently scheduled for January 2019.
- e. Project Closeout – Two Months

The master project schedule shall be developed in association between the CONSULTANT, COUNTY and Project Team. The CONSULTANT shall confirm all targets, meetings, reviews and deliverables on a master schedule. This will be an opportunity to establish a project understanding among all team members regarding direction and responsibilities.

7. Architectural & Engineering Services:

The CONSULTANT shall also provide any and all presentation materials, which may include the following: presentation boards, color and material finish boards, electronic presentations etc. Provide a reimbursable allowance for such items in the fee proposal.

These Design services may include (not limited to) the following as described in the CONSULTANT'S Scope of Design Services and Cost Proposal. The redesign effort will determine what disciplines are actually necessary moving forward to Construction Documents:

- Project Management
- Landscape Architecture
- Architectural Design
- Visual Art Design
- Historical Research
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Lighting Design
- Water Feature Design
- Arboriculture Services
- Horticulture Services
- Irrigation Design
- Cost Estimating

Poster Frost Mirto will be designing the north site area of the Historic Courthouse (see orange area on the attached drawing). Poster Frost Mirto will be using site material (plant and hardscape) consistent with the January 8th Memorial design. Poster Frost Mirto will coordinate/consult with Chee Salette Architect Office so that the designs of the January 8th Memorial and the north site area of the Historic Courthouse are related and consistent between the two areas.

8. Design Services Detail:

a. Applicable Codes and Regulations:

The CONSULTANT shall comply with all applicable codes and regulations as defined by Pima County Development Services and the Arizona State Fire Marshal.

The CONSULTANT shall 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. Design Development Update:

The CONSULTANT shall redesign the current Memorial to a Design Development level based on the estimated funds available stated in Section 5 above. 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.

9. Future Design Services Detail Phases to be Negotiated:

COUNTY intends to proceed with the future phases of the Project with the Consultant upon the completion and approval of the Design Development Update. The CONSULTANT shall submit to COUNTY a fee proposal for the following services:

a. Construction Document 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 agencies to review and verify architectural and engineering documents. This includes, however is not limited to, consultation with Pima County Development Services, 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.

b. Construction Document 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.

c. 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 participate in this conference, to which all potential bidders shall be invited.

d. Construction Administration Phase of the Construction Contract:

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

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

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

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

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

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

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

The CONSULTANT shall participate in scheduled construction meetings with Contractor.

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.

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.

10. Additional Services:

Additional services may be agreed upon between the COUNTY and CONSULTANT as needed after the execution of the contract for unforeseen services that develop as the project proceeds. Additional services shall be provided only if authorized in advance in writing by the COUNTY. If the COUNTY deems that any Additional Service described is not required, the COUNTY shall give written notice to the CONSULTANT.

- a. Additional Services shall be approved from the design services contingency, if any, or by amendment to the contract.
- b. The CONSULTANT shall have no obligation to provide Additional Services that are inconsistent with the CONSULTANT's Services, unless otherwise agreed to by the CONSULTANT.
- c. The CONSULTANT shall not be entitled to compensation for Additional Services to the extent that they arise out of the errors and omissions of the CONSULTANT, but nothing stated in this Paragraph shall obligate the CONSULTANT to perform Additional Services without compensation even if the COUNTY claims an Additional Service arises out of an error and omission of the CONSULTANT.

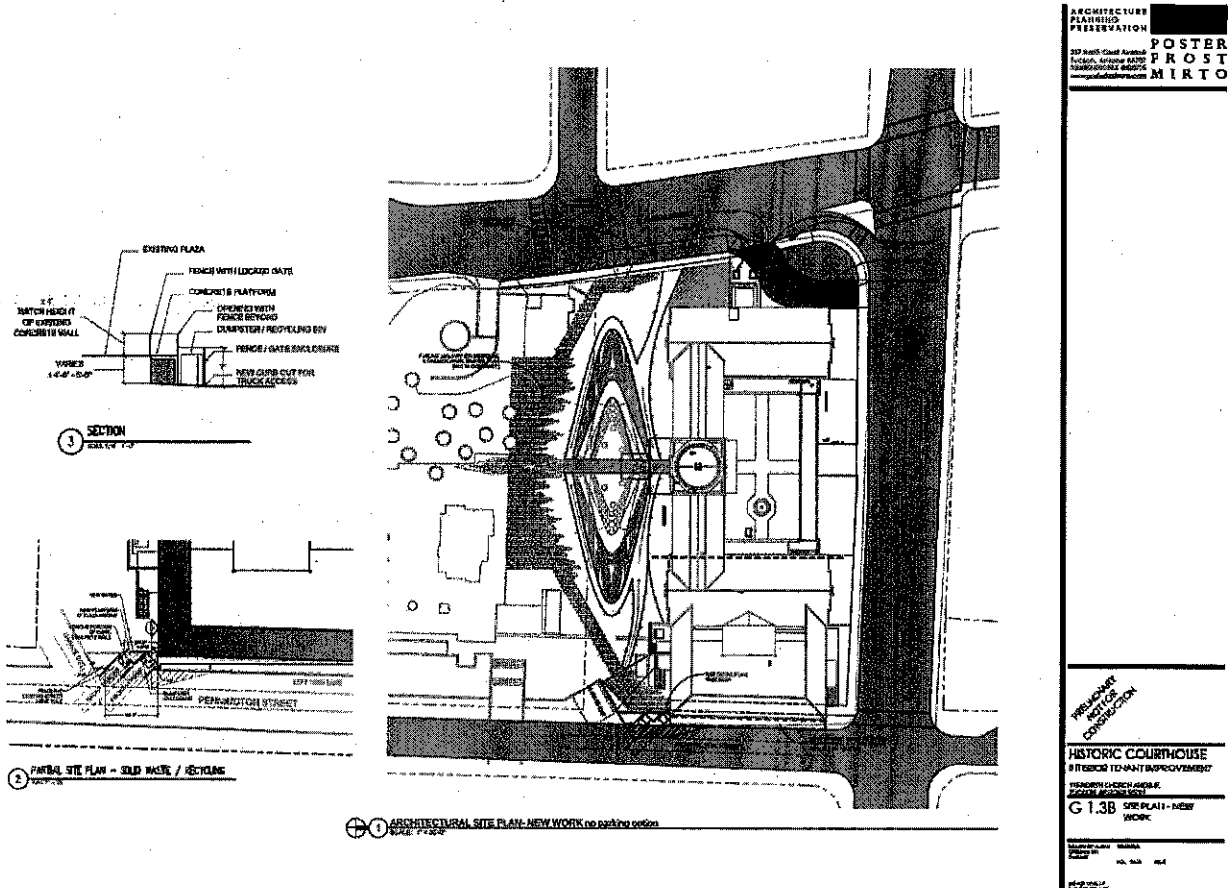
B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

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

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager. Reproduction costs which are used for coordination purposes between the CONSULTANT's team members will not be paid for by the COUNTY.
2. Cost of reproductions for all documents required for bidding and construction, shall be with vendors having a purchase order with the COUNTY.
3. Cost of Geotechnical Engineering, special inspections and 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. Additional survey information as needed, including "potholing" to establish the precise location and depth of existing utilities on site. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;
6. Any reports and/or mitigation regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;

7. Assistance with establishment of CAD files and formats as defined in the attached Facilities Management Department CAD Standards;
8. Apply for and pay building permit fees to include Pima County Wastewater fees (if any).
9. Consultation with Pima County officials as required.

EXHIBIT "A" – ATTACHMENT 1



**ARCHITECTURE
PLANNING
PRESERVATION**
**POSTER
FROST
MIRTO**
 327 North Canal Avenue
 Tucson, Arizona 85707
 520.622.0282 #62275
 www.posterfrostmirt.com

PRELIMINARY
 NOT FOR
 CONSTRUCTION

HISTORIC COURTHOUSE
 # 1103030 TO-ANTH IMPROVEMENT
 11030301-01-0000-0000
 11030301-01-0000-0000
G 1.3B SEE PLAN - NEW
 WORK

SHEET NO. 11030301-01-0000-0000
 DATE: 11.15.11
 DRAWN BY: [unintelligible]
 CHECKED BY: [unintelligible]

End of Exhibit "A" – Scope of Services

December 26, 2017

Scott Loomis, Procurement Officer
Pima County Procurement Department
Design & Construction Division
130 West Congress Street, 3rd Floor
Tucson, Arizona 85701

Mr. Loomis,

Chee Salette Architecture Office (CSAO) is pleased to submit to Pima County (COUNTY) a cost proposal for the January 8 Memorial in El Presidio Park (Project). This proposal also includes a description of additional services, in Exhibit A, and contract provisions specific to the Artwork portion of the Project, in Exhibit B.

This cost proposal includes a fixed fee amount as well as a reimbursable expense budget to perform the SCOPE OF PROFESSIONAL SERVICES REQUIRED (attached). A projection of the labor cost broken down by discipline and by phase is also attached for reference. Requests for Proposal sent by CSAO to its sub-consultants, and the sub-consultants' proposals to CSAO has been provided separately.

FEE

The proposed fixed fee (Fee) for the Design Development Update phase is **Thirty-Two Thousand Dollars** (\$32,000). In addition to Architecture and Landscape Architecture design services to be performed by CSAO; the Fee includes the services of the Visual Artist, the History Researcher and the Cost Estimator, as well as services by the Structural Engineer and the Water Feature Consultant which are limited to the review and comment of the updated design. The Fee does not include the services of the Civil Engineer, the Electrical Engineer, the Lighting Designer, the Arborist, the Horticulturalist and the Irrigation Consultant.

The Fee to complete the Project will be proposed on the basis of the approved updated design. Based on the scope of professional services required and the construction budget, the fee for the future phases of the Project is estimated to be **Two Hundred and Fifty-Eight Thousand Dollars** (\$258,000).

REIMBURSABLE EXPENSES

The following expenses shall be deemed reimbursable (Reimbursable Expenses), shall be invoiced by CSAO at cost, and shall be paid by COUNTY in addition to the Fee.

- Outsourced printing.
- Outsourced computer rendering.
- Laser cutting.
- 3D printing.

- Model building materials.
- Travel expenses outside of the Tucson metropolitan area including airfare, rental car, gas, lodging, food and other miscellaneous travel-related items.

The proposed budget for Reimbursable Expenses for the Design Development Update phase is **One Thousand Dollars** (\$1,000). It assumes that CSAO will travel once to Tucson to present the updated design to COUNTY and the January 8th Foundation. The Reimbursable Expenses budget for the future phases of the Project will be proposed on the basis of the approved updated design. Based on the scope of professional services required and the project schedule, it is estimated to be **Twenty-Eight Thousand and Five Hundred Dollars** (\$28,500).

This estimated Reimbursable Expenses budget includes the following travel assumptions for CSAO and out-of-town sub-consultants:

Construction Documents Phase

CSAO will travel to Tucson once a month to hold face-to-face coordination meetings with the sub-consultant team. The Visual Artist will travel to Tucson twice to complete interviews with survivors, victims' family members and other as needed. The Lighting Designer, will travel to Tucson once to meet with AHJ s regarding the compliance of the exterior lighting design with dark sky policies and regulations, and to coordinate the lighting design with the electrical engineering with the GLHN, the Electrical Engineer.

Bidding Phase

CSAO will travel to Tucson once to participate in face-to-face bidder interviews with COUNTY.

Construction Administration Phase

CSAO will travel to Tucson to observe the work on site, and meet face-to-face with COUNTY and the Contractor. The site visits will take place once during the initial stages of construction activities (mobilization, demolition, site preparation, utility work and grading), and will take place every two weeks during the remainder of the construction phase. This adds up to approximately 12 site visits over a 6-month period. These visits will coincide with the weekly construction meetings with COUNTY and the Contractor. When not in Tucson, CSAO will participate in the construction meetings via web conferencing. The Lighting Designer, will travel to Tucson twice, once to observe the work in progress and once to adjust the light fixtures and commission the completed work. The Water Feature Consultant, will travel to Tucson twice, once to observe the work in progress and once to commission the completed work.

Expenses exceeding the budget for Reimbursable Expenses shall not be incurred by CSAO without prior authorization by COUNTY.

Best regards,

Marc Salette, Principal
Chee Salette Architecture Office
1800 South Brand Boulevard, Studio 212
Glendale, CA 90039
(323) 600-3445
msalette@csaoarchitects.com

JANUARY 8 MEMORIAL AT EL PRESIDIO PARK
CHEE SALETTE ARCHITECTURE OFFICE PROPOSAL
EXHIBIT A - DEFINITION OF ADDITIONAL SERVICES
December 18, 2017

1 GENERAL

1.1 The Additional Services described herein are not included in the Services. The Additional Services shall be paid for COUNTY in addition to the compensation for Basic Services (collectively, "Additional Services"), if approved by the COUNTY and performed by CONSULTANT. Additional Services include, but are not limited to, Contingent Additional Services and Optional Additional Services, as described below. Additional Services shall be provided only if authorized in advance in writing by COUNTY. If COUNTY deems that any Additional Service described herein is not required, COUNTY shall give prompt written notice to CONSULTANT.

1.1.1 CONSULTANT shall have no obligation to provide Additional Services that are inconsistent with CONSULTANT's Services, unless otherwise agreed to by CONSULTANT.

1.1.2 CONSULTANT shall not be entitled to compensation for Additional Services to the extent that they arise out of the errors or omissions of CONSULTANT, but nothing stated in this Paragraph shall obligate CONSULTANT to perform Additional Services without compensation even if COUNTY claims an Additional Service arises out of an error or omission of CONSULTANT. If COUNTY claims that the need for Additional Services arise out of the errors or omissions of CONSULTANT, and CONSULTANT disputes such claim, then either party may submit the dispute directly for mediation. It is acknowledged that CONSULTANT is not waiving any claim for compensation if it provides such Additional Services before the dispute is resolved.

2 CONTINGENT ADDITIONAL SERVICES

Contingent Additional Services shall include, by way of illustration and not by way of limitation, the following:

2.1 Making revisions to Drawings, Specifications or other documents when such revisions are:

1. not consistent with approvals or instructions previously given by COUNTY, including revisions made necessary by adjustments in COUNTY's requirements, program or budget;
2. required by the enactment or revision of codes, laws or regulations if such revisions are required due to a change in the applicable code or regulations after COUNTY's approval of the Design Development Documents, in the case of the Common Buildings Interior Remodel and the Landscape Improvements, and of the Construction Documents, in the case of the Exterior Building Improvements;
3. due to changes required as a result of COUNTY 's failure to render decisions in a timely manner provided that CONSULTANT provided COUNTY with advance written notice indicating to COUNTY that its failure would result in a request for Additional Service;
4. due to changes required as a result of information supplied to CONSULTANT by COUNTY which proves to be inaccurate, incorrect or not timely; or
5. due to the changes required as a result of COUNTY's failure to timely communicate required information.

2.2 Providing Services required because of significant changes in the Project including, but not limited to, size, quality, complexity, and schedule.

2.3 Preparing Drawings, Specifications and other documentation and supporting data, and providing other Services in connection with Construction Change Orders and Construction Change Directives.

2.4 Providing Services in connection with evaluating substitutions proposed by the Contractor if it results in subsequent revisions to

Drawings, Specifications and other documentation resulting therefrom.

- 2.5 Providing consultation concerning the replacement of any Work damaged by fire or other cause during construction, and furnishing Services as may be required in connection with the replacement of such Work.
- 2.6 Providing Services made necessary by the default of or termination of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either COUNTY, Contractor under the Contract for Construction.
- 2.7 Providing Services in evaluating claims submitted by the Contractor or others in connection with the Work. CONSULTANT shall evaluate the entitlement of the Contractor to a change order in connection with a claim for change order work as part of Basic Services but shall not be required as part of Basic Services to render final decisions or participate in any prolonged process to evaluate change orders.
- 2.8 Providing Services in connection with any arbitration proceeding or legal proceeding, other than as to hearings or proceedings in which CONSULTANT is a named party.
- 2.9 Preparing fundraising and marketing materials, if other than the drawings included the Services.

3 OPTIONAL ADDITIONAL SERVICES

Optional Additional Services shall include, by way of illustration and not by way of limitation, the following:

- 3.1 Providing financial feasibility or other special studies.
- 3.2 Providing Services relative to future facilities, systems and equipment not included in the Project.
- 3.3 Providing Services to investigate existing site conditions or to make measured drawings thereof.

- 3.4 Providing quantity surveys or inventories of material, equipment and labor.
- 3.5 Providing analyses of owning and operating costs.
- 3.6 Providing Services for planning tenant or rental spaces.
- 3.7 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.8 Preparing certifications required for lenders or government entities for any Work outside of the scope of the Project.
- 3.9 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.10 Providing Services after issuance to COUNTY of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than one-hundred eighty (180) days after the date(s) of Substantial Completion of the Work.
- 3.11 Providing services in connection with COUNTY's request for Building or Planning Code variances.
- 3.12 Providing Services required of CONSULTANT because of work of the Contractor, including but not limited to the work of any Subcontractor, not being in conformance with the Contract Documents.

JANUARY 8 MEMORIAL AT EL PRESIDIO PARK
CHEE SALETTE ARCHITECTURE OFFICE PROPOSAL
EXHIBIT B - ARTWORK

December 18, 2017

D.1 DEFINITION OF ARTWORK

The artwork ("Artwork") of the Memorial Project consists of the entire inner wall of the memorial ("Inner Wall), including its form and the symbols featured on it.

D.2 DEFINITION OF ARTIST

The artist ("Artist") is Rebeca Méndez.

D.3 INTELLECTUAL PROPERTY OF ARTWORK

The form of the Memorial shall be the intellectual property of the Architect. The symbols of the Memorial and their layout shall be the intellectual property of the Artist. The layout of the symbols of the Memorial shall be the intellectual property of the Architect and the Artist.

D.4 OWNERSHIP OF ARTWORK

The title of the final artwork shall pass to COUNTY upon final acceptance and final payment to the Architect. The Architect and the Artist shall retain ownership of all design drawings or models for the Artwork.

D.5 ABILITY OF COUNTY TO REMOVE OR DESTROY ARTWORK

COUNTY intends to display the Artwork at the Memorial Project site as originally created by the Architect and the Artist and to maintain the Artwork in good condition. COUNTY retains the right to remove or destroy the Artwork in connection with any repair, maintenance, change or modification of the overall Memorial, under the conditions set forth below.

D.6 PROCEDURE IN EVENT OF ALTERATION

If COUNTY intends to take any action with respect to the Memorial Project or the Artwork that would remove or destroy the Artwork, the following procedures shall apply:

- a. **Notice.** If time permits, COUNTY shall make reasonable good faith efforts to notify the Architect and the Artist at least Twenty (20) calendar days prior to authorizing any removal or destruction of the Artwork, at the last phone number or address provided by the Architect and the Artist to COUNTY. Where time does not permit notification prior to removal or destruction of the Artwork – for example, in cases of public hazard or accident – COUNTY shall notify the Architect and the Artist within Thirty (30) calendar days after such removal or destruction.
- b. **Consultation.** After receiving such notice, the Architect and the Artist shall consult with the COUNTY to determine whether the Artwork can be relocated, and attempt to come to a mutually agreeable plan for disposition of the Artwork. Such consultation shall be without charge by the Architect and the Artist unless otherwise specifically agreed in writing. If COUNTY intends to remove the Artwork, the Architect and the Artist shall consult regarding methods to minimize or repair any alteration to the Artwork caused by such removal and the potential costs of such removal.
- c. **Restoration.** If the Artwork is accidentally altered or altered by a third party, and the COUNTY intends to maintain the Artwork on display, COUNTY shall make a reasonable good faith effort to engage the Architect and the Artist in the restoration of the Artwork and to compensate the Architect and the Artist for their time and efforts at fair market value, which may be the subject of a future agreement between the Architect and the Artist and COUNTY. However, the COUNTY has no obligation under this Agreement to restore the Artwork to its original condition, to compensate the Architect and the Artist for any restoration work, or to maintain the Artwork on display. If the Architect and the Artist fail or refuse to negotiate with COUNTY in good faith with respect to any restoration, COUNTY may contract with any other qualified art conservator or the Architect and the Artist for such restoration. During the Architect's and the Artist's lifetime, the COUNTY shall make best efforts not to display or deaccession only a portion of the Artwork without the Architect's and the Artist's consent.
- d. **Removal by the Architect and the Artist.** If time permits, if COUNTY intends to take an action that will destroy the Artwork, such as

destruction of all or part of the Memorial Project site, and COUNTY determines that it will not remove and preserve the Artwork itself, COUNTY shall allow the Architect and the Artist to remove the Artwork at the Architect's and the Artist's expense within Thirty (30) days of notice from COUNTY of the need to remove the Artwork, in which case title to the Artwork shall revert to the Architect and the Artist. If the Architect and the Artist fails to remove the Artwork within that Thirty (30)-day period, COUNTY may destroy the Artwork.

e. Remedies

If COUNTY breaches any of its obligations under this Section, the Architect's and the Artist's remedies shall be limited as follows: If COUNTY inadvertently fails to provide a required prior notice of removal or destruction, COUNTY shall provide notice as soon as it discovers the omission, and before the removal or destruction of the Artwork if that remains possible. If the Artwork is altered accidentally or by a third party, the Architect and the Artist shall be given the first right of refusal to restore the Artwork at the same location and COUNTY shall make reasonable efforts to provide funding for the restoration. If COUNTY funds cannot be made available after reasonable efforts are made to secure such funding, the Architect and the Artist may, but are not obligated to, restore the Artwork at the Architect's and the Artist's expense. If the Architect and the Artist elect not to restore the Artwork, COUNTY may retain another contractor or conservator to restore it, or may alter the Artwork in any manner, at the COUNTY's sole discretion. If COUNCIL alters the Artwork without the Architect's and the Artist's consent in a manner that is prejudicial their reputation, the Architect and the Artist retain the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. §106A (a) (2).

- f. Third Parties.** Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of COUNTY, the Architect and the Artist retain their moral rights in the Artwork, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)) or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent the Architect and the Artist from pursuing a claim for alteration of the Artwork against a third party who is not an officer, employee, agent, successor or assign of COUNTY. COUNTY has no obligation to pursue claims against third parties to remedy or

prevent alteration of the Artwork. However, as owner of the Artwork, COUNTY may pursue claims against third parties for damages or to restore the Artwork if the Artwork has been altered without the COUNTY's authorization.

D.7 COPYRIGHT

- a. **Copyright.** Subject to usage rights and licenses granted to COUNTY hereunder, the Architect and the Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. The Architect's and the Artist's copyright shall not extend to predominantly utilitarian aspects such as landscaping elements, furnishings, or other similar objects. If the Architect and the Artist are comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Artwork.

The Architect and the Artist may, at their sole expense, register with the United States Register of Copyrights a copyright of the Artwork in their name. If the Architect and the Artist opt to copyright the Artwork, they shall provide COUNTY with a copy of the application for registration, the registration number and the effective date of the registration, and agree to enforce and defend any attempt(s) to infringe upon the Architect and the Artist's copyright. The Architect and the Artist expressly assign to COUNTY their right to enforce and defend the copyright in the event he does not act within a reasonable time after written notice from COUNTY to do so. Upon completion of the Artwork, the Architect and the Artist shall, at their sole expense, register with the United States Register of Copyrights a copyright of the Artwork in the their name.

- b. **The COUNTY Intellectual Property License.** The Architect and the Artist grants to COUNTY to COUNTY's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the Artwork, and any original works of authorship created under this Agreement, whether in whole or in part, in all media (including electronic and digital).

- (1) Implementation, Use and Display. COUNTY may use and display the Artwork.

- (2) **Reproduction and Distribution.** COUNTY may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions of the Artwork. The COUNTY may use such reproductions solely for any non-commercial COUNTY-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, and catalogues or similar publications. The license granted hereunder does not include the right to create 3-dimensional reproductions on items such as tote-bags, T-shirts, coffee mugs and similar merchandise, or any items for sale. Such reproductions may only be created pursuant to separate license agreements with the Architect and the Artist.
- (3) **Public Records Requests.** Any documents provided by the Architect and the Artist to COUNTY are public records and COUNTY may authorize third parties to review and reproduce such documents pursuant to public records laws.
- c. **Publicity.** COUNTY shall have the right to use the Architect and the Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Project. The Architect and the Artist shall be reasonably available to attend any inauguration or presentation ceremonies relating to the public dedication of the Artwork.
- d. **Reproductions.** All reproductions of the artwork by COUNTY shall contain a credit to the Architect and/or the Artist. All such credits shall be written and placed in compliance with U.S. copyright laws.

All reproductions of the Artwork by the Architect and/or the Artist shall contain a credit for the Memorial Project. All such credits shall be written and placed in compliance with U.S. copyright laws.

D.8 WARRANTIES

The Architect and the Artist warrant that the Artwork is an original production of the Architect and the Artist's own creative efforts, that upon delivery the Artwork shall be free of all liens, claims and encumbrances of any sort, and that the Artwork is unique and will not be physically reproduced by the Architect and the Artist for sale or display

elsewhere without the express written permission of COUNTY.

LABOR COST PROJECTION - MEMORIAL REDESIGN PHASE
CHEE SALETTE ARCHITECTURE OFFICE
 December 18, 2017

PROJECT MANAGER / LANDSCAPE ARCHITECT / ARCHITECT

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Project Management	\$72.73	2.50	10.00%	\$200.00	8	\$1,600.00
Design	\$72.73	2.50	10.00%	\$200.00	40	\$8,000.00
Site Observation	\$54.55	2.50	10.00%	\$150.00	0	\$0.00
Technical Design	\$54.55	2.50	10.00%	\$150.00	8	\$1,200.00
3D Modeling	\$36.36	2.50	10.00%	\$100.00	80	\$8,000.00
Graphic Design	\$36.36	2.50	10.00%	\$100.00	2	\$200.00
Drafting	\$36.36	2.50	10.00%	\$100.00	80	\$8,000.00
Model Building	\$27.27	2.50	10.00%	\$75.00	0	\$0.00
TOTAL				\$123.85	218	\$27,800.00

STRUCTURAL ENGINEER

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Principal	\$64.43	2.61	10.00%	\$184.98	2	\$369.96
Project Manager	\$43.75	2.61	10.00%	\$125.61	1	\$125.61
Senior Engineer II	\$36.78	2.61	10.00%	\$105.60	0	\$0.00
Senior Engineer I	\$30.53	2.61	10.00%	\$87.65	0	\$0.00
Project Coordinator	\$24.04	2.61	10.00%	\$69.02	0	\$0.00
Engineer II	\$26.65	2.61	10.00%	\$76.51	0	\$0.00
Engineer I	\$25.24	2.61	10.00%	\$72.46	0	\$0.00
Designer II	\$31.73	2.61	10.00%	\$91.10	0	\$0.00
Designer I	\$26.16	2.61	10.00%	\$75.11	0	\$0.00
Administration	\$19.02	2.61	10.00%	\$54.61	0	\$0.00
TOTAL				\$165.19	3	\$495.56

CIVIL ENGINEER

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Principal	\$62.50	2.65	10.00%	\$182.19	0	\$0.00
Project Mgr. PE	\$50.50	2.65	10.00%	\$147.21	0	\$0.00
Project Engineer II (PE)	\$39.91	2.65	10.00%	\$116.34	0	\$0.00
Engineering Designer II	\$39.91	2.65	10.00%	\$116.34	0	\$0.00
Designer II	\$32.00	2.65	10.00%	\$93.28	0	\$0.00
CADD Tech. II	\$21.68	2.65	10.00%	\$63.20	0	\$0.00
TOTAL				#DIV/0!	0	\$0.00

ELECTRICAL ENGINEER

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Principal	\$62.50	2.65	10.00%	\$182.19	0	\$0.00
Project Engineer II (PE)	\$41.35	2.65	10.00%	\$120.54	0	\$0.00
Engineering Designer II	\$47.25	2.65	10.00%	\$137.73	0	\$0.00
CADD Tech. II	\$18.25	2.65	10.00%	\$53.20	0	\$0.00
TOTAL				#DIV/0!	0	\$0.00

VISUAL ARTIST

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Artist	\$79.34	2.75	10.00%	\$240.00	6	\$1,440.00
Researcher	\$39.67	2.75	10.00%	\$120.00	0	\$0.00
Assistant Designer	\$19.83	2.75	10.00%	\$60.00	1	\$60.00
TOTAL				\$214.29	7	\$1,500.00

LIGHTING DESIGNER

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Principal	\$68.18	2.00	10.00%	\$150.00	0	\$0.00
Designer	\$50.00	2.00	10.00%	\$110.00	0	\$0.00
TOTAL				#DIV/0!	0	\$0.00

WATER FEATURE DESIGNER

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Principal	\$105.52	2.80	10.00%	\$325.00	0	\$0.00
Principal	\$81.17	2.80	10.00%	\$250.00	0	\$0.00
Senior Project Designer	\$56.82	2.80	10.00%	\$175.00	2	\$350.00
Project Engineer	\$56.82	2.80	10.00%	\$175.00	2	\$350.00
TOTAL				\$175.00	4	\$700.00

ARBORIST

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Arboriculturalist	\$45.45	2.00	10.00%	\$100.00	0	\$0.00
TOTAL				#DIV/0!	0	\$0.00

HORTICULTURALIST

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Horticulturalist	\$56.82	2.00	10.00%	\$125.00	0	\$0.00
TOTAL				#DIV/0!	0	\$0.00

IRRIGATION CONSULTANT

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Irrigation Designer	\$56.82	2.00	10.00%	\$125.00	0	\$0.00
Irrigation Technician	\$34.09	2.00	10.00%	\$75.00	0	\$0.00
TOTAL				#DIV/0!	0	\$0.00

HISTORY RESEARCHER

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
History Researcher	\$45.45	1.20	10.00%	\$60.00	5	\$300.00
TOTAL				\$60.00	5	\$300.00

COST ESTIMATOR

Staff Category	Direct Hourly Rate	Overhead Multiplier	Profit %	Hourly Cost	Hours	Cost
Senior Estimator	\$85.00	1.07	10.00%	\$100.00	20	\$2,000.00
TOTAL				\$100.00	20	\$2,000.00

		Avg Hourly Cost	Hours	Cost
GRAND TOTAL		\$124.50	257	\$31,996



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2018

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

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

PRODUCER SelectSolutions Insurance Services 1107 Investment Blvd Suite 100 El Dorado Hills CA 95762		CONTACT NAME: Cora Lim PHONE (A/C, No, Ext): (866)500-6359 FAX (A/C, No): (925)951-0077 E-MAIL ADDRESS: coral@selectsolutionsins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Citizens Insurance Company of America	NAIC # 31534
		INSURER B: Travelers Casualty and Surety Company of America	31194
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES	CERTIFICATE NUMBER: 18/19 GL HNOA WC EO	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	OBFA967246	06/27/2017	06/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED AUTO \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			OBFA967246	06/27/2017	06/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ INCL IN GL 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 <input type="checkbox"/> 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	N/A	TBD	01/01/2018	01/01/2019	<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 LIABILITY			106189751	12/29/2017	10/26/2018	PER CLAIM \$2,000,000 AGGREGATE \$2,000,000

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

Re: January 8th Memorial in El Presidio Park/XJAN8M. As Per Contract or Agreement on File with the Insured. Certificate holder is named as additional insured (primary/non-contributory) on General Liability policy if required by written contract per attached endorsement. Waiver of subrogation applies to General Liability policy if required by written contract per the attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
Pima County 130 West Congress Street Tucson AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

B. Aggregate Limits of Insurance per Project or per Location

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions**:

1. "Your project" means:
 - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
 - b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

equipment" exclusively. Both "computer" and "computer equipment" were Definitions in the 0609 edition; and adding "protection and control equipment" as a defined term within the "computer equipment" Definition.

- o **5. "Computer hacking"** by adding the words "programs and applications", and "proprietary programs"; replacing the word "software" with the word "media" in subparagraph d.; and adding the words "'software', computer network or Web site including related 'software'" into subparagraph e.
- o **7. "Computer virus"** by adding the words "computer network, or Web site of" into the first sentence; replacing the word "software" with "media" in subparagraph c.; adding the words "to or denial of services" into subparagraph d.; and adding words "'software', computer network or Web site including related 'software'" into subparagraph d.
- o **8. "Counterfeit money"** by removing "counterfeit" as a Definition and replacing with "counterfeit money"; replacing the words "an actual valid original, which" with "'money' that"; and replacing the words "the original" with "genuine".
- o **9. "Covered equipment"** by adding the words "'Covered equipment' may utilize conventional design and technology or new or newly commercialized design and technology"; removing the words "or air supported structure or building"; replacing the word "underground" with "buried"; adding the words "or fire suppression"; adding the word "dragline"; and adding the words "Vehicle includes but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester."
- o **13. "Dependent property"** by replacing the word "operated" with "owned"; adding the words "But services do not mean water supply services, wastewater removal services, communication supply services or power supply services"; removing the words "This coverage applies only to damaged or destroyed"; and adding the words "must be located in the coverage territory of this Coverage Form.
- o **17. "Electronic data"** by rewriting the entire Definition.
- o **19. "Employee" or "employees"** by adding subparagraph b.; removing the words "employed by an employment contractor while that person is subject to"; adding the words "who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary 'employee' as defined in paragraph b. above"; removing the words "direction and control and"; adding subparagraph d.; adding the words "Any natural person who is a guest student or intern pursuing studies or duties" into subparagraph e.; adding subparagraph f.(1); and replacing the words "is performing the duties" with "duties engaged in handling 'funds' or 'other property' of any 'employee' benefit plan" in subparagraph f.(2).
- o **21. "Fine arts"** by removing the word "furniture."
- o **28. "Hardware"** by replacing the words "an assemblage" with "a network" adding the word "microprocessors"; adding the words "processing the information"; and adding subparagraphs a. through g.
- o **33. "Member" or "Members"** by changing the term from "member" to "member" or "members".
- o **35. "Money"** by adding subparagraph c.
- o **40. "Payroll expense"** by adding subparagraph a.
- o **49. "Software"** by rewriting the entire Definition.
- o **50. "Specified Causes of Loss"** by adding subparagraph c.(2); and adding the last two paragraphs.
- o **54. "Theft"** by rewriting the Definition.

SECTION II - LIABILITY

Changes That May Broaden Coverage:

- The Damage to Premises Rented to You coverage is broadened to be "all risk".
- **B. Exclusions, 2. Additional Exclusions Applicable Only to "Personal and Advertising Injury", d. Criminal Acts** is modified to be applicable only to the insured who commits the criminal act.
- Condition **H. Other Insurance** for **SECTION II - LIABILITY** has been modified by adding non-contributory language: if you agree in a written contract, written agreement or written permit

that a person or organization be included as an Additional Insured for a loss we cover, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except for the sole negligence of the Additional Insured or when the Additional insured is an Additional Insured under another liability policy.

- Condition **K. Transfer of Rights of Recovery Against Others to Us** has been modified to provide a waiver of subrogation against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

Changes That May Reduce Coverage:

- **B. Exclusions, 1. Applicable to Business Liability Coverage**, exclusion **r. Access or Disclosure of Confidential or Personal Information and Data-related Liability** has been added to the base form and replaces the exclusion for Electronic Data. This exclusion has been added by endorsement on a mandatory basis in the past.

Other Changes:

- The insuring agreement is modified by the addition of the clause "or any offense" to state we may, at our discretion, investigate any "occurrence" or any offense.
- **B. Exclusions, 1. Applicable to Business Liability Coverage:**
 - Exclusion **c. Liquor Liability** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused damages is described in paragraphs (1) through (3) of the exclusion.
 - Exclusion **c. Liquor Liability** by stating that permitting a person to bring alcoholic beverages on your premises for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, servicing or furnishing alcoholic beverages.
 - Exclusion **d. Workers' Compensation and Similar Laws** by identifying "law" as local, state, federal or foreign law or regulation.
 - Exclusion **g. Aircraft, Auto or Watercraft** is updated by separating out the exclusion for "unmanned aircraft".
 - Exclusion **j. Professional Services** is updated to state the exclusion applies to any professional service, advice or instruction, and that the exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured if the "occurrence" causing damage involved the rendering of or failure to render any professional service.
 - Exclusion **p. Aircraft Products, Grounding and Testing** is modified by bringing the definition of "aircraft products" from the definitions section into the exclusion.
- The definition of "bodily injury" has been modified to state "bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- A definition has been added for "unmanned aircraft".
- Condition **D. Examination of Your Books and Records** has been modified to state we have the right to make copies of your books and records.
- Condition **E. Inspections and Surveys** has been modified to state we have the right but not the duty to make inspections and surveys, give you reports on what we find and recommend changes.

Beyond the base form, we have revised the existing endorsements below. One or more of these endorsements may be attached to your policy.

SECTION I - PROPERTY

Endorsements That May Broaden Coverage:



PROCUREMENT DEPARTMENT

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

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

Chee Salette Architecture Office, Inc.

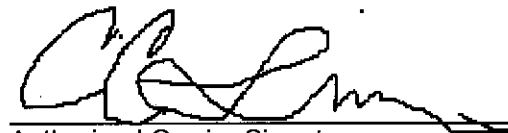
Insured Firm

OBFA967246

Policy Number

Citizens Insurance Company of America

Insurance Carrier



Authorized Carrier Signature

Cora Lim

Printed Name

12/29/2017

Date of Signature

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