



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/03/22

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

DLR Group Inc. (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Design Services for Main Jail Kitchen Floor Renovation (XMJKFL)

***Purpose:**

Award: Contract No. CT-FM-22-317. This award of contract is to provide Architectural and Engineering Design Services for the Pima County Adult Detention Center-Main Jail Kitchen Floor Renovation in a not-to-exceed amount of \$329,155.00, for a contract term from 05/03/22 to 09/30/23. Administering Department: Facilities Management.

***Procurement Method:**

Pursuant to Direct Selection authority of A.R.S. § 34-103, award for Requisition No. 446188 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: Direct Select Memorandum and Contract.

***Program Goals/Predicted Outcomes:**

The Main Jail Kitchen areas are in dire need of renovation due to 40 years of wear. The deteriorating kitchen tile floor and underlying slab are the most important issues to be addressed in the renovation while simultaneously evaluating and replacing some kitchen equipment to improve the work flow of the entire food service area.

***Public Benefit:**

Renovations to the Main Jail Kitchen Floor and Slab and updating the most needed equipment will increase food service preparation efficiency, quality and safety for inmates and Food Service staff.

***Metrics Available to Measure Performance:**

Project will be completed on time and within budget. Sheriff's Department will monitor electric and water metering to ensure efficiencies with updated equipment and fixtures.

***Retroactive:**

No.

TO: COB 4-19-22 (1)
Vers: 1
pgs: 54

Contract / Award Information

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 22-317
Commencement Date: 05/03/22 Termination Date: 09/30/23 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 329,155.00 ☐ Revenue Amount: \$ _____

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

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

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

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement 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): _____
Commencement 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: James Johnson Digitally signed by James Johnson
Date: 2022.04.04 08:44:40 -0700

Scott Loomis Digitally signed by Scott Loomis
Date: 2022.04.04 13:02:37 -0700

Department: Procurement Terri Spencer Digitally signed by Terri Spencer
Date: 2022.04.04 15:44:56 -0700 Telephone: 520-724-7465

Department Director Signature/Date: [Signature] 4/13/2022

Deputy County Administrator Signature/Date: [Signature] 4/13/2022

County Administrator Signature/Date: [Signature] 4/13/2022
(Required for Board Agenda/Addendum Items)



PIMA COUNTY
FACILITIES MANAGEMENT
150 WEST CONGRESS, 3 FLOOR
TUCSON, ARIZONA 85701

DATE: March 23, 2022
TO: Terri Spencer, Procurement Director
FROM: Thomas D. Bohlen, Project Manager, Pima County Facilities Management, Renovations and Interiors
SUBJECT: Request for Direct Selection of Professional Services from a Technical Registrant CFM.XMJFKL-Main Jail-Kitchen Floor and Slab Replacement

Background: Project scope is to provide initially a Program Phase/Concept Design, followed by full Architectural and Engineering Design, Construction Document Preparation, and Assistance in the Bidding and Negotiation and Construction Administration Services for the scope of this project to: temporarily remove and store on-site existing Kitchen Equipment in order to replace the existing approximately 4,801 S.F Kitchen floor tile, underlying and deteriorating concrete slab, and the existing floor drain and cast iron waste line system (kitchen Area) within the Pima County Adult Detention Complex-(aka Main Jail), 1270 W. Silverlake Road, Tucson, Arizona, 85713.

Pima Co. Facilities Management Department is recommending a Direct Selection of the Architectural, Engineering, and Food Service Consultant Team due to DLR's current in-depth knowledge of the existing Pima County Jail Facility, in addition to their extensive history of successful development of numerous detention facilities within the State and Region. The current knowledge of the existing facility through their lead on the Security Upgrades within the facility underway will advance the project timeline for the Kitchen Floor Replacement which is so urgently needed by the Sheriff's Department.

Requested Action: The Pima County Facilities Management Department requests that DLR Group be selected for CFM.XMJFKL-Main Jail-Kitchen Floor Replacement in an estimated Fee of \$286,270.00 plus \$12,962.00 for expenses, and a 10% design contingency of \$29,923.00 for a contract term of 14.5 Months for all phases through close-out, totaling \$329,155.00, pursuant to the Direct Select provisions of A.R.S. §34-103).

Submitted By: 
Lisa Josker, Department Director

Date: 3/24/22

Approved: 
Terri Spencer, Procurement Director

Date: 3/25/2022

PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT

PROJECT: Design Services for Main Jail Kitchen Floor Renovation (XMJKFL)

CONSULTANT: DLR Group Inc.
6225 N. 24th Street, Suite 250
Phoenix, AZ 85016

CONTRACT NO.: CT-FM-22-317

AMOUNT: \$329,155.00

FUNDING: FM CAPITAL NON-BOND PROJECTS

CONSULTANT SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called ("County"), and DLR Group Inc., hereinafter called ("Consultant"), and collectively referred to as the "Parties".
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Main Jail Kitchen Floor Renovation ("Project"). Consultant was determined under the direct select provisions of A.R.S. § 34-103 to be the best source for said work.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on May 03, 2022, and terminates on September 30, 2023, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services. Consultant agrees to provide Architectural and Engineering Design Services for the County as described in Exhibit A – Scope of Services (17 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Article 5. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

4. Definitions.

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

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- 4.2. Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with Article 5.
- 4.3. Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (10 pages).
- 4.5. Fee. Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. Labor Rates. Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant's fixed Fee.
- 4.9. Indirect Costs. Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

5. **Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Article 5 and Article 6.
- 5.2. Compensation Schedule. Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule (10 pages). Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the Consultant's invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request.

The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.

- 5.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$329,155.00.
- 5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 5.7. Invoice Adjustments. For the period of record retention required under Article 25, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. Additional Services. Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant's own risk. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in v. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.
- 5.9. Invoice Discrepancies. County has ten calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

6. Project Baseline and Adjustments.

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

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- 6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County -caused delay; provided, however, that if the County -caused delay overlaps a period of delay attributable to any other cause, the extension for County -caused delay is limited to the number of non-overlapped days of County-caused delay.
 - 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
 - 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
 - 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
 - 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
 - 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
 - 6.2.7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- 6.3 Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

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7. Reallocation of Funds.

- 7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.
- 7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:
 - 7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County's department representative and the Consultant's project manager by written agreement.
 - 7.2.2. Procurement Director. County's Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
 - 7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.
- 7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

8. 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.

- 8.1. Ratings. 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.

8.2. Insurance Coverages and Limits.

- 8.2.1. 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.
 - 8.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
 - 8.2.1.2. 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.
 - 8.2.1.3. 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.

8.2.1.4. 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.

8.2.1.5. Claims-Made Coverage. 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 years beginning at the time work under this Contract is completed.

8.3. Additional Insurance Requirements:

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

8.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.

8.3.2. Subrogation: 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 Consultant.

8.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded 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.

8.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Contract.

8.4. Notice of Cancellation:

Each required Insurance policy must provide, and certificates specify, that County will receive not less than 30-days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payments of a premium. Notice shall include the County project or contract number and project description.

8.5. Verification of Coverage:

Consultant will furnish County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

8.5.1. 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.

8.5.2. 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.

8.6 Approval and Modifications:

County's Risk Management Department may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying certificate or endorsement, or County's receipt of any other information from the Consultant, its insurance broker(s) and /or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.**

- 9.1. To the fullest extent permitted by law, Consultant will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the Consultant, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of County its agents, employees or indemnities.
- 9.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.
- 9.3. Upon request, Consultant may fully indemnify and hold harmless any private property owner granting a right of entry to Consultant for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County, its agents, employees or indemnities.

10. **Laws and Regulations.**

- 10.1. Compliance with Laws. Consultant will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.
- 10.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.
- 10.3. Choice of Law; Venue. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County.

11. **Status of Consultant.** Consultant is an independent Consultant and Consultant is not an employee of County and is not entitled to receive any of the fringe benefits associated with County employment, and will not be subject to the provisions of the County's merit system. Consultant is responsible for payment of all Federal, State and Local taxes associated with the compensation received by Consultant from County. Consultant is responsible for program development and operation without supervision by County.

12. **Consultant's Performance.**

- 12.1. Performance. Consultant will perform the work 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 County's approval.

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- 12.2. **Responsibility.** 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 Contract. 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 Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.
13. **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 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.
14. **Subconsultant.** Consultant will be fully responsible for all acts and omissions of its Subconsultant and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay or any Subconsultant, except as may be required by law.
15. **Non-Assignment.** Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
16. **Non-Discrimination.** Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any 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.
17. **Americans with Disabilities Act.** Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
18. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
19. **Termination of Contract for Default.**
- 19.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.
- 19.2. **Default Events.** The following constitutes an event of default:
- 19.2.1. Abandonment of or failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
- 19.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
- 19.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;

- 19.2.4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Consultant's performance of this Contract;
- 19.2.5. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the contract;
- 19.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
- 19.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
- 19.2.8. 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.

19.3. Termination. In the event of a termination for default:

- 19.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;
- 19.3.2. 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
- 19.3.3. Subject to the immediately preceding subparagraph 19.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.

19.4. Non-Termination. County will not terminate Contract for default or charge Consultant with damages under this Article if:

- 19.4.1. Except for subparagraph 19.2.8 in subsection 19.2 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:

- 19.4.1.1. Acts of God or of the public enemy,
- 19.4.1.2. Acts of County in either its sovereign or contractual capacity,
- 19.4.1.3. Acts of another Contractor in the performance of a contract with County,
- 19.4.1.4. Fires,
- 19.4.1.5. Floods,
- 19.4.1.6. Epidemics,
- 19.4.1.7. Quarantine restrictions,
- 19.4.1.8. Strikes,
- 19.4.1.9. Freight embargoes,
- 19.4.1.10. Unusually severe weather, or

19.4.1.11. Delays of Subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the Subconsultant(s); and

19.4.2. Consultant, within seven days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of County, the findings warrant such action, County may extend the time for completing the work.

19.5. Receipt of Notice. For the purposes of subsection 19.1 above, "receipt of notice" includes receipt by hand by Consultant's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

19.6. Excusable. If, after termination of the Contract for default, County determines that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated Contract for convenience as set forth in Article 20.

19.7. Rights and Remedies. 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.

20. **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 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the County, become its property. If County terminates the Contract as provided herein, County will pay Consultant an amount based on the time and expenses incurred by Consultant prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

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

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

COUNTY:

Lisa Josker, Director
Facilities Management Department
150 W. Congress St. 3rd Floor
Tucson, AZ 85701
Tel: (520) 724-3774

CONSULTANT:

Larry J. Smith, Principal
DLR Group Architecture & Engineering Inc.
6225 N. 24th Street, Suite 250
Phoenix, AZ 85016
Tel: (602) 318-8580

23. **Reserved**

24. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Article 28 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.

25. **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.

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26. Books and Records.

26.1. Maintenance. 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.

26.2. Retention. Consultant will retain all records relating to this contract at least five 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.

27. **Delays.** Neither party will be in default in the performance of its obligations 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.

28. Disputes.

28.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Contract or the parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Consultant's counterpart official, such meeting to be held within one 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.

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

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

30. Public Records.

30.1. Disclosure. 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.

30.2. Records Marked Confidential.

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

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30.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked Confidential 10 business days after the date of notice to the Consultant of the request for release, unless Consultant has, within the ten-day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation.

County will notify Consultant of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is County in any way financially responsible for any costs associated with securing such an order.

31. Legal Arizona Workers Act Compliance.

31.1. Compliance with Immigration Laws. Consultant 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.

31.2. Books & Records. 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.

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

31.4. Subconsultants. 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."

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

32. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

33. **Amendment.** Except for the amendment provision above in Article 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.

34. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

35. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONSULTANT:



Signature

LARRY SMITH PLR Group PRINCIPAL

Name and Title (Please Print)

4/14/2022

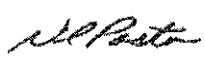
Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

Neil Poston

Name (Please Print)

4/13/2022

Date

EXHIBIT A: SCOPE OF SERVICES (17 pages)



PIMA COUNTY FACILITIES MANAGEMENT

Renovations & Interiors Division

150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701

Tel: 520-724-3085

SCOPE OF PROFESSIONAL SERVICES REQUIRED:

DESIGN-BID-BUILD DELIVERY

DATE (Version): February 2, 2022
PROJECT NAME: Design Services for Main Jail Kitchen Floor Replacement (XMJKFL)
PROJECT LOCATION: 1270 West Silverlake Road, Tucson, AZ

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 registered, or under the direct supervision of a Registered Professional that is currently registered in the State of Arizona for the type of services rendered. The Registered Professional, if not self-employed, shall be employed by a firm that is registered in the State of Arizona to provide consulting services in the discipline(s) provided by the firm under this contract per ARS Section 32-141. The names of the firm and firm registration number(s), including any branch offices involved in work under this contract, and the names of the Registered Professional(s) listed on the State of Arizona firm registration and any other Registered Professional(s) involved in work under this contract shall be supplied. The Registered Professional in responsible charge for each discipline is responsible for all construction documents including drawings, specifications, reports, calculations, and any other professional documents pertaining to the professional services they provide and shall seal and sign all construction documents for which they are responsible per Section R4-30-303 of the Arizona Administrative Code.

The County lacks the available expertise for the Project, and has therefore, by this Agreement, employed the Consultant. Written approval of plans, specifications, reports, and other construction documents by the Board of Supervisors is only for conformance with the initial needs analysis of the existing Food Services Facility. 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 the Project is not received for an amount within the construction budget, the County shall implement options as defined in section 4 of this document.

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. Meetings shall take place, at a minimum, on a bi-weekly basis with the County and the Consultant's Team through the design phase.

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. The Consultant shall then be responsible to maintain and update the schedule on a monthly basis until construction begins. Along with the schedule, the Consultant shall provide progress reports to the County's project manager on a bi-monthly basis throughout the Design Services. The Consultant shall submit each schedule revision to the County for review and approval.

2. Project Narrative:

The existing Food Service Facility for the Main Jail at 1270 W. Silverlake Road, Tucson, is overdue for renovation. Currently the Food Services Facility is serving a total average of 1700 inmates per day, and has at times in the past been serving meals to as high as 2,250 inmates per day. Between 150 to 300 meals based on special diets are prepared each meal. Currently inmates are included in the Food Service work force. Inmates are issued food trays directly in their cellblock from the tray prep area, and trays are returned to the dishwashing area.

Constant wear and tear on the food services infrastructure and equipment has taken its toll over the 40 years of its existence. One of the most urgent issues is the kitchen floor tile and underlying slab condition and deteriorating waste piping.

The scope of this project is to temporarily remove and store on-site existing Kitchen Equipment in order to replace the existing approximately 4,341 S.F Kitchen floor tile, underlying and deteriorating concrete slab, and the existing floor drain and cast iron waste line system (Kitchen Area) within the Pima County Adult Detention Complex-(aka Main Jail), 1270 W. Silverlake Road, Tucson, Arizona, 85713. Note that much of the underfloor waste piping has been replaced, except for the main line across the south end of the Kitchen.

In addition, in order to create a more hygienic kitchen environment, Project will include review and assessment of existing kitchen equipment to determine re-use and or replacement of the most needed kitchen equipment, including the addition of a Central RO Water System for use in the kitchen equipment, and also the repair and refinishing of interior kitchen walls. These are to be incorporated into the Project, budget permitting.

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Special Consultant tasks and considerations for the Kitchen Floor Replacement Project include, among others:

- Planning for the orderly disconnection of utilities from the existing equipment, and the removal of the existing equipment to off-site entity to clean and restore existing equipment as needed, and then to return existing equipment to the completed Kitchen floor and installed along with any new Kitchen equipment within the layout established.
- Determination of how to reorganize the current layout of the kitchen to increase effectiveness and efficiencies of flow between deliveries, dry and cold storage, preparation, cooking, tray prep and delivery to units, tray retrieval and washing, and waste removal.
- Determine the condition of all building and equipment systems within or below the Kitchen Floor Replacement area, including any buried MEP, such as grease traps, and general areas of work, and to determine how to address these potential areas of work in the Project scope. Particular attention is to be given to creation of an efficient and effective environment that will reduce maintenance and increase hygiene.
- Investigation of existing conditions of the Kitchen flooring and subfloor and drainage requirements of the existing and proposed equipment to determine the best methodology for achieving a properly sloped finish floor to new drains, that is easy to clean and water tight, and have the correct abrasive factors for safety of the Kitchen Staff. Consultant is to make a recommendation for the flooring finish material and installation requirements to be approved by the Owner.
- Determine the condition of the recently completed Dishwashing Area monolithic epoxy flooring area of approximately 460 SF, to establish an alternate cost to the project to replace this flooring with the newly proposed floor finish established in paragraph #4.
- Project Logistics: Alternate handling of food service during Demolition and Renovation of the Food Service Facility consists of renting specialized trucks from private vendors, outfitted with equipment to perform the meal preparation, and park these on site. Electricity, sanitary sewer, potable water, and possibly gas utilities would need to be furnished.

Public benefits provided by the improvements to the Kitchen Floor Replacement project at the Main Jail will include a more effective, efficient and hygienic food service for the Jail inmates, and for the Food Service Staff working to prepare the food.

The Concept Plan and Budget will be the metric against which the rest of the design and construction services are to be measured.

See end of EXHIBIT "A" for the definition of the current Kitchen Floor Areas to be replaced.

3. Architectural/Engineering Services

Design services for this project shall consist of Concept Design/Existing Conditions Survey, Schematic Design, Design Development, Construction Documents, Bidding and Negotiation and Construction Administration as described further in the Design Services Detail section below.

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

- Concept Plan Preparation / Existing Conditions Survey
- Schematic Design
- Design Development

Construction Documentation in three submittals

- 50% CD Review
- 90% CD Review
- 100% Bid Documents
- Bidding and Negotiation
- Construction Administration
- Record Drawings

These Design services shall include the following disciplines:

- Architectural
- Structural Engineering
- Mechanical Engineering (limited to under floor and wall refinish work, if any)
- Plumbing Engineering
- Electrical Engineering (limited to under floor and wall refinish work, if any)
- Security, A/V, and IT (limited to under floor and wall refinish work, if any)
- Cost Estimating at all phases
- ADA Compliance
- Food Service Consultant for Existing Kitchen Equipment analysis & assessment
- Creation of limited Purchase Order for New Equipment Coordination of all Kitchen Equipment utilities with MEP Consultants
- Planning and Review of removal, cleaning and re- installation of existing and new Kitchen Equipment
- Coordination and setting up of training
- Interior Design coordination of finishes and materials
- Room Signage Coordination with Pima County

Consultant to provide interior space planning services for the Kitchen Floor Replacement Area and Kitchen Equipment in consultation with Pima County Facilities Management and Sheriff's Department Food Service Manager.

Food Service Consultant will develop limited Kitchen Equipment procurement list to be included in Construction Bid Documents for General contractor to purchase and install.

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

Consultants shall review and implement Pima County Facilities Management's Design and Construction Standards within the Project. The assigned Pima County's Project Manager shall approve any deviations.

4. Estimated Budget & Cost Control

The total construction budget for this Project shall not exceed \$ 900,000.00, with a maximum Kitchen Equipment Budget Purchase of \$ 250,000.00. The construction delivery method is Design-Bid-Build.

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The Consultant is responsible to maintain the project's design within the construction budget. The Cost Estimator needs to be well aware of construction costs within the southern Arizona market. A professional estimator, who is not an employee of the Consultant's firm, and is independent from the Consultant's other sub-consultants, shall prepare the cost estimates. If necessary, the Consultant and his cost estimator shall recommend value-engineering items, scope changes, and add alternates for County review and approval. If the Consultant's estimate of the Cost of Work exceeds the established Construction Budget, **at any phase/submittal subsequent to the Program and Concept Plan Phase**, Pima County shall have the following options:

- Reject the submittal, and require the Consultant to redesign the Project, update the submittal and the cost estimate in accordance with A.R.S. 34-104, at no additional cost to the County; or
- Give written approval of an increase in budget for the Cost of the Work; or
- Conditionally approve the submittal, directing the Consultant to work with the Project Manager and User Department to revise the scope and quality of the Project as required to meet the Construction Budget; or
- Terminate the contract in accordance with contract provisions contained in Article 19. At each submittal phase, the County and the Consultant will review the cost estimate for approval.

5. Project Schedule:

Design Services shall begin concurrently upon receipt of an approved contract and a Notice to Proceed from the Project Manager.

- | | |
|---|--------------|
| • Concept Plan Preparation / Existing Conditions Survey | ~ 2.0 Months |
| • Design through Construction Documents | ~ 4.0 Months |
| • Permits and Bidding | ~ 2.5 Months |
| • Construction | ~ 4.0 Months |
| • Project Closeout | ~ 2.0 Months |

The Master Project Schedule shall be developed by the Consultant per the above timelines with input from the County and the Project Team.

6. Concept Plan Phase / Existing Conditions Survey:

a. Concept Plan and Survey of Existing Conditions Phase:

The Design Scope will start with a Concept Phase that will hone-in on the scope of work to be included in the project, to present to the Sheriff Department and FM Department for approval.

- b.** The Scope associated with this project will remove temporarily the existing equipment from the existing Kitchen areas (approximately 4,341 SF) for removal and replacement of the existing tile floor, the deteriorating sub-floor, and below grade drainage piping. A limited amount of new equipment may also be included, along with miscellaneous repair of existing and new wall finishes.

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Basic Scope of Work Summary: Consultant will provide Conceptual Design services for Architectural, Food Service Design, Structural, Mechanical (limited) and Electrical (limited) services for the Kitchen Floor Replacement project. Concept design will include analysis and synthesis of proposed renovated Kitchen Facility that will involve Architectural removals and installation, Food Service Equipment (re-use and new equipment), and removals and installation of all HVAC (limited) Plumbing and Electrical (limited) work to provide for the proposed Floor Replacement Project.

Measured Drawings: Pima County will provide existing as built drawings. Consultant will conduct on site field measurements to generally confirm the primary locations for walls and primary equipment. Consultant will develop project CAD/REVIT as-built drawing(s) from the Pima County provided as-builts and field measurement verification. (As built drawings will not indicate detailed locations of visible or concealed utilities, ducts, pipes, fixtures, equip, finishes, ceilings, and other detailed construction materials)

Detailed Cost Estimating: Detailed probable cost will be provided by a professional estimating firm for Concept Design phase.

Project Budget: The overall project budget will include the limits of the Construction Cost and Equipment Cost stated above. The Overall Project Budget will include the following:

- Architectural and Engineering Services.
- Construction.
- New Equipment Purchases and Installation of new and re-utilized equipment.
- Alternate Food Preparation Costs during Construction Activities.
- Moving out & Moving in Costs.
- New Equipment Start-up & Training.

Life Safety Code Consulting: Consulting detailed services for a Fire/Life Safety analysis are not provided. Consultant will address applicable codes, egress, fire rated separations, structural fire resistance, occupant load factors, emergency power requirements and basic applicable building code requirements.

Food Service and Equipment Consulting Design: Consultant will contract with Food Service Consultant to provide food service design services as follows:

- Pre-Design meeting / workshop with architect, food service manager, owner, and PM to establish overall project program improvements.
- Site visit to existing facility and survey of existing conditions in the Kitchen areas. Prepare an existing floor plan of the existing kitchen areas and equipment layout with Utility requirements identified.
- Photographing and cataloging of all the existing food service equipment.
- Provide a complete list of all food service equipment currently in use with an evaluation of condition.
- Develop preliminary limited equipment purchase list.
- Develop a preliminary budget estimate of new food service equipment.
- Attend comprehensive project team review meeting to present options.

Renderings / 3D Computer Generated Models: Consultant will provide Revit prepared colored 3D graphics for the colored delineation of the kitchen proposed Concept design.

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Concept Plan & Survey Phase Schedule: The project Concept & Survey Phase schedule for this phase of work is approximately 8 weeks:

- Collection of existing as built drawings and initial survey of existing conditions.
Prepare plan of existing areas of work, with existing equipment shown: 1-week
- Prepare inventory and operability of each piece of equipment 1-week
- Initial Pre-Design Meeting with Architect, Food Service Management and Owner: 1-week
- Analyze and prepare proposed design scheme with proposed new finish materials for flooring and wall renovation and levels of cost. 3-weeks
- Develop narrative % 2-D graphics for the proposed schemes and submit for initial review. 1-week
- Attend comprehensive project team meeting to review the final scheme & next steps. 1-week

Existing Building Survey and Documentation: The Consultant shall visit the existing building and document the existing conditions for incorporation into the design and construction documents. The County will assist in providing access to areas to review and document the existing conditions. The County will provide the Consultant with the existing record drawings, but it is the Consultant's responsibility to verify the existing conditions. Due to the age of the existing building the accuracy of the record drawings is not reliable.

All drawings prepared by the Consultant shall be in AutoCAD (2019, or newer, format) using the National CAD Standards Layering Convention.

7. Design Services Detail:

A. Applicable Codes and Regulations:

- The Consultant shall provide construction documents and assist the County with obtaining a building permit with Pima County Development Services.
- The Consultant shall assist the County with submission to the Arizona State Fire Marshal (ASFM) for permit as applicable.
- The Consultant must comply with all Pima County, Arizona State Fire Marshall and any other Authorities Having Jurisdiction's adopted codes.
- The Consultant must comply with Pima County Zoning requirements.

B. Geotechnical Soils Report: Not provided. However, compaction of the underlying soils and gravel base (if any) shall be performed to achieve 95% compaction prior to the pouring of the new concrete slab in the Kitchen Area.

C. Phased Delivery: Consultant will provide the construction documents for a single bid package for hard bid delivery process. Pima County is to conduct the bid process with assistance from Consultant as needed.

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D. **Existing Building Demolition Documents / Hazardous Materials:** Consultant will prepare drawings for the demolition of the existing portions of the building to accommodate the renovation. Consultant will not provide services related to Hazardous materials that may be contained within and around the building. All hazardous materials and environmental issues, permits, applications etc. will be the full responsibility of Pima County.

E. **Electrical and Mechanical Confirmations and Exclusions:**

- **Electrical:**

- Electrical Work will be limited to underfloor electrical power supplying to existing or new equipment that is dislocated by removal of the existing floor slab (if any). Also, if any wall is demolished as a part of the proposed work, any existing electrical work must be reinstalled to accommodate this change in order to refeed the power need.
- Consultant will confirm that the existing equipment (panels, switchboards, feeders etc.) are adequate in capacity and condition to serve reinstalled and any new kitchen equipment based on a general assessment of the existing equipment and services related to the Kitchen renovation area only and provide an opinion as to its condition and recommendation for replacement or not.
- Electrical capacity opinion will be based on record drawings supplied by owner and field observations.
- Consultant will confirm that emergency power is limited to life safety loads and food refrigeration equipment and not adding new loads that would change the size of the service and generator.
- Consultant excludes the temporary power / utilities for a temporary kitchen, until such time as the concept design is complete and specifics of the temporary kitchen utilities are confirmed with a scope of work defined. Therefore, once the concept design scope is known a proposal for these services can be negotiated.
- Fire alarm system work (if any) will be done as deferred submittal.
- Consultant excludes peak load metering. Peak Load Metering is undefined until the preliminary design is completed, and existing conditions are reviewed. Additionally, this work must be done by a licensed electrical contractor that has the equipment to conduct these tests that Consultant cannot perform. Therefore, once the concept design scope is known a proposal for these contractor services can be negotiated.

F. **Mechanical: (HVAC and Plumbing)**

- Consultant will investigate and confirm that the existing water (cold and hot and water quality) are adequate in size and condition for the floor replacement, within the renovated Kitchen Floor Replacement Project. Consultant will provide, budget permitting, a central RO water treatment system for the kitchen equipment. Consultant shall include in the construction documents all floor drains and under floor drainage to be replaced within the Kitchen Floor replacement Project, based on discussions with FM Staff and on-site investigations.

- Consultant will confirm the existing grease interceptor is adequate in size and capacity for the renovated kitchen.
 - Fire sprinkler system will be designed as deferred submittal (only if affected by wall repairs).
- G. **Building Information Modeling (BIM):** Consultant will utilize REVIT for the preparation of the construction documents for the project work. Consultant will not be responsible for the development of or the maintenance of a Building Information Model (BIM). In the event the General Contractor desires to utilize the Consultant prepared Revit Model to further develop into a BIM for their sole use the General Contractor and Consultant will negotiate an agreement for the use of the Revit model.
- Consultant shall provide Revit files to the County in addition to Record AutoCAD format drawings exported from Revit.
- H. **Consultant Provided Civil Engineering Services:** Not required. However, all floor drains and slopes within the underslab and finished floor to obtain positive drainage for all floor drainage shall be set by means of elevation points established by Transit level instrument.
- I. **Landscape Design:** Not provided.
- J. **Detailed Cost Estimating:** Detailed probable construction cost will be provided by a professional estimating firm for Concept Design, Design Development, 50% and 90% of Construction Documentation Phases. **Consultant is required to design the project within the targeted Budget at all Phases.**
- K. **Start-Up Assistance:** Start -up assistance for any new equipment will be specified by Consultant to be provided by the Kitchen Equipment Manufacturers/Vendors.
- L. **As-Constructed Record Drawings:** As-constructed Record Drawings will be provided by Consultant to the County during the closeout, based on as-built drawings by the General Contractor that have been verified throughout the construction period on a monthly basis by the Consultant.
- M. **Post Occupancy Evaluation (Warranty Review):** Not provided.
- N. **Telecommunications (I.T.) /Data Distribution Design:** Not Provided.
- O. **Security Electronics Design:** Any security electronics systems modifications, additions etc. will be provided by SDC consultants that are currently working with Pima County. Consultant will coordinate with SDC on any systems renovations.
- P. **Scanning Building:** Consulting design services to provide laser scan of under floor drainage system and interior Kitchen wall systems to document and measure all exposed structural and architectural elements as well as major mechanical and electrical components. Consultant will incorporate all scanned elements into a 3D Revit model to be used for construction documents.
- Q. **Commissioning Services:** Not provided.
- R. **LEED- Sustainable Design:** Not provided.
- S. **Energy Analysis including Renewables:** Not provided.

- T. **Food Service and Equipment Consulting Design:** Consultant will contract with Food Services Sub-consultant to provide existing equipment assessment, and the detailed drawings and specifications for any new food service equipment. Food Services Sub-consultant will provide consulting services for construction administration, review submittals, and answer questions during construction, and provide scheduling and directions for new Kitchen Equipment Start-up procedures.
- U. **Fire Protection (Sprinkler) Design:** Not Provided.
- V. **Smoke Management and Fluid Dynamics Design:** Not Provided.
- W. **Life Safety Code Consulting:** Not provided. Consulting detailed design services for a Fire/Life Safety analysis and report are not anticipated to be required and are not provided. Consultant will address applicable codes, egress analysis, fire rated separations, structural fire resistance, occupant load factors, emergency power requirements and basic applicable building code requirements.
- X. **Renderings / 3D Computer Generated Models:** Consultant will provide 3D generated color perspectives with the Concept Design Submittal, and at the end of the Preliminary Phase.
- Y. **Special Inspections:** Not provided.
- Z. **Construction Materials and Soils Testing:** Not provided

Schematic Design Phase:

Upon the County's written approval of the Concept Phase, the Consultant shall continue into this phase of the Project to verify the Concept Plan and Budget and Pre-Design information approved by the County and review issues of relevance, including program requirements, space needs, operational and staffing issues, functional organization and physical design parameters, equipment selections, utility verification and recommendations. The Consultant shall visit the project site and meet with the Project Team to discuss and coordinate the specifics of the project.

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

The Schematic Design Submittal shall provide the information necessary to proceed to the Design Development and Construction Document Phase of the Project and shall include at minimum drawings, design narratives from each discipline, outline specifications, calculations, utility capacities, and other documents which establish the general scope and conceptual design, and any other preliminary concern specific to the Project. The submittal shall consist of files in PDF and AutoCAD formats.

The Consultant shall conduct an in-house quality review session with the design team prior to submission to the County.

Within one week of the submittal, the Consultant shall submit to the County, a Statement of Probable Construction Cost. Provide a copy in electronic PDF format to the County, with itemized costs for materials and labor for each portion of the construction.

The County will provide written review comments and the Consultant shall prepare and submit a written response to each of the County's review comments one week prior to the next submittal. A document review session will be held with the County and the Consultant.

The Consultant must receive from the County written approval of the Schematic Design documents before proceeding to the Design Development phase.

Design Development Phase:

This Phase consists of drawings, specifications, proposed equipment schedules and cut-sheets (mechanical, plumbing, electrical), 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 in PDF and AutoCAD formats 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, CMAR, Project team and the Consultant. The submittal shall consist of PDF and AutoCAD.

Within one week of the submittal, the Consultant shall submit an Estimate of Construction Cost. Provide in electronic PDF format to the County, with itemized costs for materials and labor for each portion of the construction.

The County will provide written review comments and the Consultant shall prepare and submit a written response to each of the County's review comments one week prior to the next submittal.

The Consultant must receive from the County written approval of the Design Development documents before proceeding to the Construction Document phase.

Construction Documents Phase (50% & 90% Completion):

The Consultant shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including preliminary drawings, book Specifications and produce cut-sheets (50% & 90% level for all disciplines), and any calculations or reports not included in the drawing set, setting forth in detail the requirements for the construction of the entire Project, including coordination between the various applicable disciplines, including various utility providers, and shall be familiar with the standard Pima County Bidding Instructions of the Contract. The County's Project Manager will supply these Instructions to the Consultant. The Consultant shall coordinate with the County on the Project's General Requirements to be included in the Project Manual. The submittal shall consist of files in PDF and AutoCad formats.

The Consultant and/or sub-consultants with the County's Project Manager shall meet with local and State Agencies to review and verify architectural and engineering documents. This includes, however is not limited to, consultation with Pima County Development Services, the Arizona Office of State Fire Marshal, other agencies and the utility service providers as applicable.

The Consultant shall conduct an in-house quality review session with the design team prior to submission to the County.

Within one week of each submittal, the Consultant shall submit a revised Estimate of Construction Cost. Provide itemized costs for materials and labor for each portion of the construction.

A document review session, "page-turn", will be held with the County, Project Team and the Consultant's team to review details of the submittal, answer questions and discuss solutions to design challenges. The County will provide review comments from these sessions. Upon the completion of each submittal the County will provide written review comments and the Consultant shall prepare and submit a written response to each of the County's review comments prior to the next submittal.

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

Construction Documents Phases (100% Completion):

The Consultant shall develop from the 90% Construction Documents; the 100% Construction Document submission to be submitted by the County's Project Manager to obtain the building permits and begin the procurement process to obtain a General Contractor. This submission includes sealed drawings and full (book) 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, including utility providers, 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, but not limited to, completed plans, specifications, special inspection certificates (if necessary), and other design related calculations. The County will submit these documents to Development Services and other agencies for permit review. The project will be permitted thru Pima County even though it is located within Tucson city limits.

The Consultant shall submit an Estimate of Construction Cost with the 100% CD submittal. Provide itemized costs for materials and labor for each portion of the construction related to each discipline.

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.

Bidding Phase:

The Consultant shall assist the County in answering any questions that may arise from bidders pertaining to the Construction Documents. Should Addenda become necessary, the Consultant shall assist in preparing same with direction provided by the County's Project Manager. The Consultant shall review any prior approvals requested during the bid. The Consultant will assist in the review of bids, if necessary, to help determine the most advantageous bid to the County and for recommending that bid for award by the Pima County Board of Supervisors.

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

Construction Administration:

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

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

Consultant's Construction Administration Phase shall commence with the pre-construction meeting/notice-to-proceed to the General Contractor and will terminate upon completion of the final acceptance of the Close-Out Document package. The Consultant shall assist the County in a timely completion of the Close-Out Documents. Consultant's Construction Administration Services, beyond the completion time period specified above shall require specific written approval by the County by written amendment to this agreement.

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

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

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

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

The Consultant shall chair a weekly construction meeting on site or by video conference with Contractor and the County and provide and distribute written minutes of the meetings to all attendees.

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

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

Notwithstanding any provisions of previous paragraphs, and based on such observations at the site and on the Contractor's Applications for Payment, the Consultant shall determine the amount owing to the Contractor and certify the payment of such amounts on the Contractor's Applications for Payment.

The Certification of the Application for Payment shall constitute a representation by the Consultant to the County based on the Consultant's observations of the site and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Consultant's knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion; to the results of any subsequent tests required by the Contract Documents; to minor deviations from the Contract Documents correctable prior to completion; to the review of Contractor's As-Built Documents; 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 reject 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, or;
- Incomplete as-built drawings.

When the above grounds are removed, payment shall be made for amounts withheld because of them. The Consultant may, on request, and at their 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 review the Contractor's as-built documents periodically, but at a minimum of monthly, to verify that changes made either thru discussions in the field or thru submitted documentation are incorporated into the as-built set. If the as-builts do not reflect the current site conditions then the County shall be notified, the Contractor notified and the payment application shall not be approved until the as-builts are corrected and the County agrees that the requirement has been met.

The Consultant shall be, in the first instance, the interpreter of the requirements of the Contract Documents and of the performance there under by both the County and Contractor. The Consultant shall recommend decisions on all claims from the County or Contractor relating to the execution and progress of the work on all other matters or questions related thereto. Consultant shall provide requirements for review materials testing and special inspections.

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

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

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

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

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

Project Close Out

The Consultant shall review the Contractor's as-built plans for accuracy and completeness at the completion of the project and submit the Record Drawings Package (electronic pdf and AutoCAD as-built drawings) formatted per requirements of the County at the time of submission.

- **As part of the Project Closeout requirements, the Consultant shall prepare records drawings in AutoCAD format which contain external references (x-refs) by using the "Bind" command so that the x-ref drawing becomes part of the final drawing.** This will prevent unintentional updating of archived drawings by later changes to referenced drawings. Binding an x-ref to the final drawing makes the x-ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x-ref drawings, including all its x-ref-dependent names objects (blocks, dimension styles, layers, line types, and text styles) by using the XREF Bind option. Referenced images, PDF's, or other file format shall also be bound and submitted individually as part of the record drawings package.
- When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use, Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names objects with the x-ref's drawing name. Consequently, any duplicate objects in the x-ref are ignored, and the names objects in the current drawing take precedence. Although this feature eliminates redundancy of duplicate layer names, it may give unexpected results if there are duplicate named objects.
- Do not create drawings using proxy objects.

- Provide a digital copy of the Record Drawings in AutoCAD format and deliver to the County.
- The Consultant shall provide a PDF file for each sheet within the original Construction Drawings
- Package. Each file shall be labeled with the sheet name; i.e. A001, M-01, etc.
- If the Consultant used Revit to develop the Construction Drawings, the Consultant shall provide Revit files to the County in addition to AutoCAD format drawings exported from Revit.

The Consultant shall review the Contractor's Operations and Maintenance Manuals (O&M Manual) and provide a list of items to be corrected or submitted per the Construction Documents. The Consultant shall back check the O&M Manual for completeness and notify the County when to direct the Contractor to submit to the County.

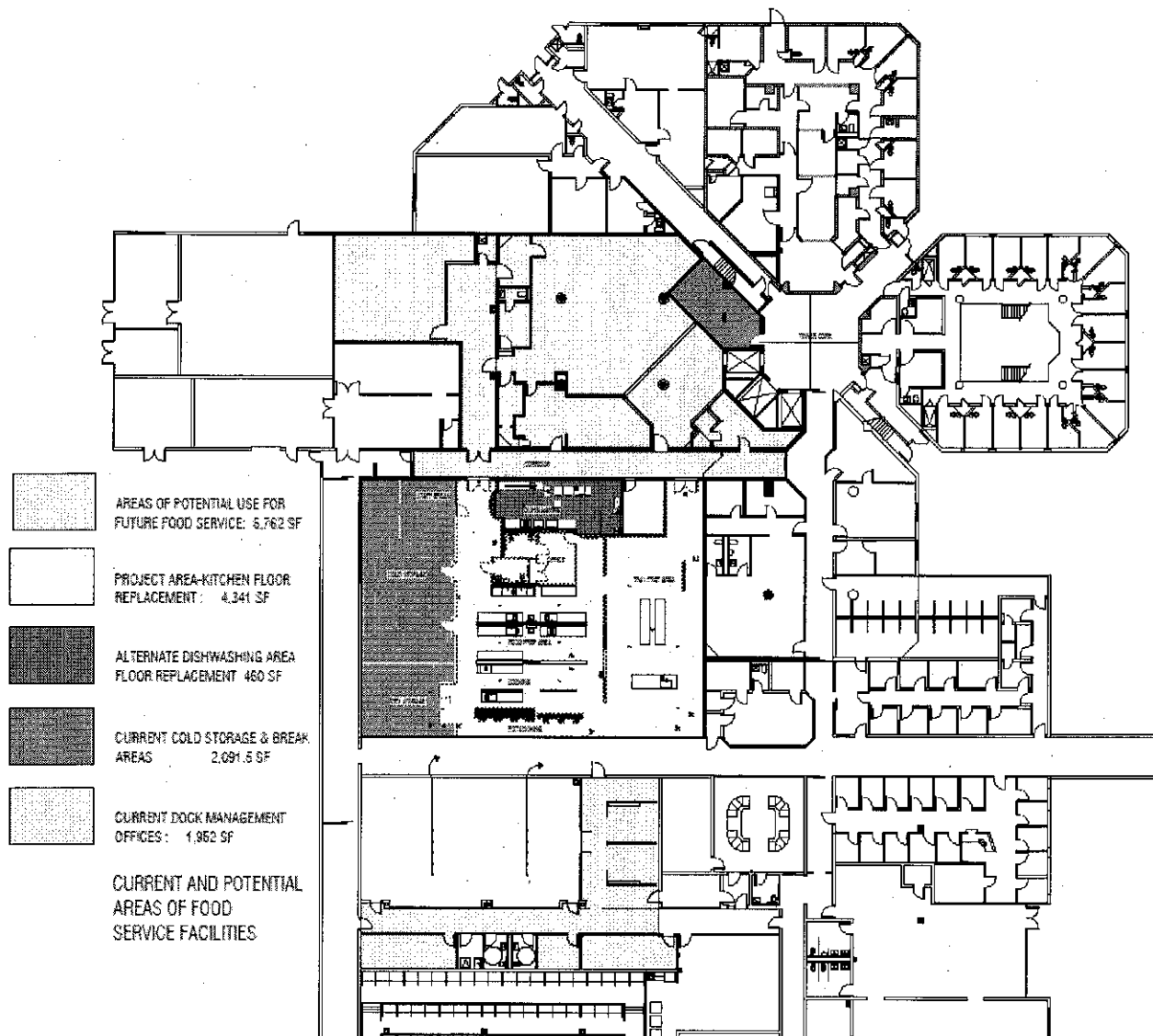
8. Scope of Services to be provided by Pima County:

County shall provide the following items and services in support of the Consultant's work:

- 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.
- A Project Manager from Facilities Management assigned to work with the Consultant;
- Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the Consultant to verify the field conditions;
- Any reports and/or mitigation known to Pima County that is 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;
- Any building Materials and Finishes Standards desired by the County;
- Apply for and pay all building permit fees including utilities;
- Consultation with Pima County officials as required.
- Obtain and pay for third party Commissioning Agent.
- PC FM will Provide Pima County Design and Construction Standards.

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EXHIBIT A – PARTIAL FLOOR PLAN –PIMA COUNTY ADULT DETENTION FACILITY



END OF EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B - COMPENSATION SCHEDULE (10 Pages)

1. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS

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

2. COMPENSATION DETAILS

A. Cost Allocation and Ceilings

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

B. Cost Adjustments

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

C. Progress Payments

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

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

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

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

b. Annual Salaried Professionals

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

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

Specific billing arrangements will be negotiated with specialty Subconsultants such as the following:

 - Attorneys
 - Financial Advisors
 - Surveyors
 - Subsurface Consultants
 - Specialty Consultants
 - e. Vacation/Holidays
 - Included in firm's audited multiplier
 - f. Sick Time
 - Included in firm's audited multiplier
 - g. Billing for non-productive idle time
 - No billing for vehicle driving time (commuting time)
 - Allow billing during air travel to Pima County for actual time worked on Pima County projects
 - Short-term assignments are negotiable
2. Multipliers
- a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
 - b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
 - c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the Consultant
 - d. County will consider annual audited multipliers or fixed multipliers for the contract period
3. Travel Time
- a. Air Travel
 - Allow only for time spent on aircraft working on Pima County projects
 - b. Land Travel
 - Not allowed from Phoenix Metro Area to Pima County (both ways)
 - Not allowed to and from airports
 - c. Local Travel between meetings and job sites
 - Allowed
4. Expenses
- a. Mileage (Between Phoenix Metro Area and Pima County)
 - Approve at the established County mileage rate
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting not allowed

- b. Mileage – local
 - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 150 W. Congress, Tucson, AZ 85701.
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting to and from work place not allowed
 - c. Car Rental/Lease/Corporate Vehicles
 - Included in firm's audited multiplier or as other direct cost
 - d. Hotel/Meals
 - Allow only for infrequent call-in of an out of state consultant for a limited period of time
 - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
 - Allowed charges to be identified as other direct costs
 - e. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges
 - Include in firm's audited multiplier
 - f. Relocation, second domicile or subsistence expenses
 - Negotiable on a case by case basis
 - g. Reproduction Costs
 - Bill as other direct costs if not in audited multiplier
 - h. All other direct costs will be detailed in the contract billing
5. Unallowable Costs
- a. Bonus
 - Not allowed as a direct charge or in the multiplier
 - b. Entertainment Costs
 - c. Marketing Costs
 - Only as allowed in audited multipliers
 - d. Non-identifiable Costs
 - e. Donations
 - Only as allowed in audited multipliers
 - f. Mark-up on subconsultants
 - g. Travel time from Phoenix Metro Area to Pima County (both ways)
 - h. Air travel for commuting purposes

C. INVOICING

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



DLR Group

Architecture Engineering Planning Interiors
6225 North 24th Street, Suite 250
Phoenix, AZ 85016

March 22, 2022

Thomas Bohlen, RA, NCARB,
LEED, AP BD+C Pima County
Facilities Management
150 West
Congress Street
Tucson AZ85701

Re: Fee and Scope proposal for CFM.XMJFKL Main Jail, Food Service Facility Renovation

Dear Thomas,

We appreciate this opportunity to submit our fee and scope proposal for design and construction administration services for the Pima County Jail Food Service Facility Renovation Project.

DLR Group has reviewed the Consultants Services Contract (Project XMJKFL) including "Exhibit A- Scope of Services". Per the scope of services, we have worked closely with our team and consultants in developing the following proposal for your consideration.

Project Location: The project is located at the Pima County Main Jail, 1270 West Silverlake Rd. Tucson, Arizona 85713.

Project General Scope: The scope of professional services listed in the Pima County Facilities Management document dated February 2, 2022, referred to as the "scope of services" to provide program, special design consultant for food services, professional cost estimating and architectural and engineering services for the project, for Design Services for Kitchen Floor Replacement (XMJKFL)

Project Budget: The total construction budget for this Project shall not exceed \$ 900,000.00, with a maximum Kitchen Equipment Budget Purchase of \$ 250,000.00. The construction delivery method is Design-Bid-Build.

Project Schedule: The project preliminary schedule is per the scope of services.

Confirmations and Exclusions from the "Scope of Services":

1. In the event existing kitchen equipment is replaced with new equipment and utility connection load requirements are not the same as existing, additional design services may be needed to provide new utility load requirements. If load testing is needed, an electrical contractor will need 30 days testing to provide updated load calculations.
2. Temporary mobile kitchen utility connection requirements will be an additional service with compensation negotiated once utility requirements are known and location of temporary kitchen is known.
3. Existing condition verification of utilities are based on what is visible during design phase field observations. Buried or non-visible utilities cannot be determined until uncovering of areas for visual observation. Consultant will verify existing conditions that are visible and utilize the as owner provided built drawings.

4. Exploratory procedures such as pipe camera scoping, pothole confirmation or other types of technologies to determine unseen conditions is not included in this proposal. During construction and once the contractor has removed floors, walls and ceilings, Consultant can observe actual conditions. In the event the actual conditions are considerably different than that anticipated by as built and basic field observations additional design effort and compensation may be required.
5. Regarding reconnection of new electrical equipment. Most of the existing equipment that require GFCI connections are point plug GFCI connections and not the breaker type. If new equipment requires the GFCI connection, then that new equipment would be per current code and most likely require a GFCI Breaker in the Panel. These panel breakers take additional space in the panelboards, that may not be available. In the event existing panelboards cannot accept the new breakers, additional design services may be required.
6. Relocation of the kitchen Class 1 hood is excluded.

The following is the summary of the fees and cost, based on the detailed breakdown in the attached Design fee Task & Hourly Breakdown.

Compensation by Task / Phase

1. Program Phase / Conceptual Design	
a. Consultant Services	\$14,955
b. DLR Group Wages plus Overhead	\$16,038
c. DLR Group 8% Fee	<u>\$ 1,283</u>
d. Total Cost	\$32,276
e. Estimated expenses	\$ 1,920
2. Schematic Design	
a. Consultants Services	\$12,465
b. DLR Group Wages plus Overhead	\$24,682
c. DLR Group 8% Fee	<u>\$ 1,975</u>
d. Total Cost	\$39,122
e. Estimated expenses	\$ 1,920
3. Design Development	
a. Consultant Services	\$12,835
b. DLR Group Wages plus Overhead	\$64,182
c. DLR group 8% Fee	<u>\$ 5,135</u>
d. Total Cost	\$82,152
e. Estimated expenses	\$ 2,316
4. Construction Documents	
a. Consultant Services	\$20,700
b. DLR Group Wages plus Overhead	\$41,755
c. DLR Group 8% Fee	<u>\$ 3,340</u>
d. Total Cost	\$65,795
e. Estimated expenses	\$ 1,412

5. Bidding and Award of Construction, Assistance	
a. Consultant Services	\$2,905
b. DLR Group Wages plus Overhead	\$5,279
c. DLR Group 8% Fee	<u>\$ 422</u>
d. Total Cost	\$8,607
e. Estimated expenses	\$ 254
6. Construction Administration	
a. Consultant Services	\$ 8,175
b. DLR Group Wages plus Overhead	\$36,079
c. DLR Group 8% Fee	<u>\$ 2,886</u>
d. Total Cost	\$47,140
e. Estimated expenses	\$ 4,236
7. Closeout	
a. Consultant Services	\$ 1,655
b. DLR Group Wages plus Overhead	\$ 8,818
c. DLR Group 8% Fee	<u>\$ 705</u>
d. Total Cost	\$11,178
e. Estimated expenses	\$ 904
8. Totals	
a. Consultant Services	\$ 73,690
b. DLR Group Wages plus Overhead	\$196,834
c. DLR Group 8% Fee	<u>\$ 15,747</u>
d. Total Cost	\$286,270
e. Estimated expenses	\$ 12,962
f. 10% Design Contingency	<u>\$ 29,923</u>
	\$329,155.00

Project Reimbursable Expenses: Reimbursable expenses for DLR Group and Consultants will be billed based on Federal Governmental allowances for expenses for travel, meals, lodging, etc. An estimation of reimbursable expense items is listed above.

All Printing for the Owners or Contractors use will be done at the Owners expense utilizing the County's local printer. DLR Group and Consultants are responsible for their own internal printing.

Code Requirements: Applicable jurisdiction regulations, standards and codes that will apply to this project are as follows. The Authority Having Jurisdiction (AHJ) will be Pima County.

1. The project is located within the incorporated area of Tucson, Arizona however the property and building is owned by Pima County, thus this project will follow the Pima County adopted codes as follows:
 - a. 2018 editions of International Building Code (IBC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Energy Conservation Code (IEC), International Existing Building Code (IEBC). Including Pima County Development Services Amendments.
 - b. 2017 National Electric Code (NEC). Including Pima County Development Services Amendments.
 - c. Latest edition of the ADA Standards for Accessible Design

Sub-Consultants: DLR Group is an integrated design firm with architects and engineers' services provided "in-house" for all architectural, structural engineering, mechanical engineering, plumbing engineering, and electrical and I.T. engineering services. Additional consultants are required for specialty consulting as follows.

Architectural & Engineering:
Food Service Consultant:
Security Electronics
Cost Estimating:

DLR Group, Phoenix and Tucson AZ
Design-Tec, Phoenix, AZ
Security Design Consulting, Colorado Springs, CO
Compusult, Tucson AZ

Thank you for this opportunity to be of service and we look forward to working with Pima County and Pima County Sheriff's Office.

Sincerely
DLR GROUP



Larry J. Smith, AIA
Architect / Principal

Attachments:

Compensation Schedule; Task/ Fee Breakdown
Pima County, Main Jail-Food Service Facility Renovation

Exhibit "B"

March 22, 2022

DLR Group A/E	Rate/Hr	Program / Concept Design Phase	Schematic Design Phase	Design Development Phase	Construction Documents Phase	Bidding Phase	Construction Administration Phase	Closeout Phase	Totals
Schedule Duration in Weeks		11	6	9	7	11	35	8	67
Discipline		Hours Cost	Hours Cost	Hours Cost	Hours Cost	Hours Cost	Hours Cost	Hours Cost	Hours Cost
1 Project Administration (DLR Group)		10 \$ 2,053	13 \$ 2,713	17 \$ 3,477	14 \$ 2,848	9 \$ 1,822	24 \$ 4,901	5 \$ 1,026	92 \$ 18,840
2 Principal in Charge	\$ 230.75	2 \$ 462	4 \$ 923	3 \$ 692	2 \$ 462	1 \$ 231	4 \$ 923	1 \$ 231	17 \$ 3,923
3 Project Manager	\$ 198.90	8 \$ 1,591	9 \$ 1,790	14 \$ 2,785	12 \$ 2,387	8 \$ 1,591	20 \$ 3,978	4 \$ 796	75 \$ 14,918
4									
5 Architecture (DLR Group)		50 \$ 7,071	85 \$ 12,101	319 \$ 47,937	174 \$ 26,138	6 \$ 1,065	114 \$ 18,628	15 \$ 2,365	763 \$ 115,304
6 Project Architect	\$ 177.45	8 \$ 1,420	14 \$ 2,484	32 \$ 9,227	54 \$ 9,582	6 \$ 1,065	38 \$ 17,390	3 \$ 532	235 \$ 41,701
7 Architect	\$ 152.75	14 \$ 2,139	26 \$ 3,972	58 \$ 8,860	45 \$ 6,874	0 \$ -	0 \$ -	12 \$ 1,833	155 \$ 23,676
8 Professional	\$ 125.45	28 \$ 3,513	45 \$ 5,645	76 \$ 9,534	65 \$ 8,154	0 \$ -	0 \$ -	0 \$ -	214 \$ 26,846
9 Interior Designer	\$ 152.75	0 \$ -	0 \$ -	5 \$ 764	10 \$ 1,528	0 \$ -	0 \$ -	0 \$ -	15 \$ 2,291
10 3D Scanning Technician	\$ 152.75	0 \$ -	0 \$ -	128 \$ 19,552	0 \$ -	0 \$ -	0 \$ -	0 \$ -	128 \$ 19,552
11 Clerical	\$ 77.85	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	16 \$ 1,238	0 \$ -	16 \$ 1,238
12									
13 Mechanical & Plumbing Engineering (DLR Group)		20 \$ 3,635	26 \$ 4,558	32 \$ 5,227	32 \$ 5,227	6 \$ 1,086	30 \$ 5,366	13 \$ 2,131	159 \$ 27,230
14 Engineer PM Leader	\$ 198.90	4 \$ 796	2 \$ 398	2 \$ 398	2 \$ 398	1 \$ 199	2 \$ 398	1 \$ 199	14 \$ 2,785
15 Project Engineer	\$ 177.45	16 \$ 2,839	20 \$ 3,549	10 \$ 1,775	10 \$ 1,775	5 \$ 887	28 \$ 4,969	4 \$ 710	93 \$ 16,503
16 Engineer	\$ 152.75	0 \$ -	4 \$ 611	20 \$ 3,055	20 \$ 3,055	0 \$ -	0 \$ -	8 \$ 1,222	52 \$ 7,943
17									
18 Electrical Engineering (DLR Group)		14 \$ 2,527	26 \$ 4,558	28 \$ 4,616	28 \$ 4,616	5 \$ 909	30 \$ 5,366	13 \$ 2,131	144 \$ 24,723
19 Engineer PM Leader	\$ 198.90	2 \$ 398	2 \$ 398	2 \$ 398	2 \$ 398	1 \$ 199	2 \$ 398	1 \$ 199	12 \$ 2,387
20 Project Engineer	\$ 177.45	12 \$ 2,129	20 \$ 3,549	10 \$ 1,775	10 \$ 1,775	4 \$ 710	28 \$ 4,969	4 \$ 710	88 \$ 15,616
21 Engineer	\$ 152.75	0 \$ -	4 \$ 611	16 \$ 2,444	16 \$ 2,444	0 \$ -	0 \$ -	2 \$ 1,222	44 \$ 6,721
22									
23 Structural Engineering (DLR Group)		4 \$ 753	4 \$ 753	16 \$ 2,925	16 \$ 2,925	2 \$ 398	10 \$ 1,817	7 \$ 1,165	59 \$ 10,735
24 Engineer PM Leader	\$ 198.90	2 \$ 398	2 \$ 398	4 \$ 796	4 \$ 796	2 \$ 398	2 \$ 398	1 \$ 199	17 \$ 3,381
25 Project Engineer	\$ 177.45	2 \$ 355	2 \$ 355	12 \$ 2,129	12 \$ 2,129	0 \$ -	8 \$ 1,420	2 \$ 355	38 \$ 6,743
26 Engineer	\$ 152.75	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	4 \$ 611	4 \$ 611
27									
28 DLR Group Cost (wages plus overhead)		\$ 16,038	\$ 24,682	\$ 64,182	\$ 41,755	\$ 5,279	\$ 36,078	\$ 8,818	\$ 196,834
29 DLR Group Fee (8%)		\$ 1,283	\$ 1,975	\$ 5,135	\$ 3,340	\$ 422	\$ 2,886	\$ 705	\$ 15,747
30 DLR Group Total Cost Per Task		\$ 17,321	\$ 26,657	\$ 69,317	\$ 45,095	\$ 5,702	\$ 38,965	\$ 9,523	\$ 212,580
31 Estimated Expenses		\$ 1,270	\$ 1,270	\$ 1,016	\$ 762	\$ 254	\$ 2,286	\$ 254	\$ 7,112

Compensation Schedule; Task/ Fee Breakdown
Pima County, Main Jail-Food Service Facility Renovation

Exhibit "B"

March 22,2022

Consultants	Rate/Hr	Program / Concept Design Phase		Schematic Design Phase		Design Development Phase		Construction Documents Phase		Bidding Phase		Construction Administration Phase		Closeout Phase		Totals	
		11		6		9		7		11		35		8		87	
Discipline		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
32 Food Service Design (Design Tec)		73	\$ 8,170	65	\$ 7,440	89	\$ 9,690	118	\$ 12,620	25	\$ 2,760	68	\$ 7,885	14	\$ 1,510	452	\$ 50,015
33 Project Manager / Designer	\$ 140	28	\$ 3,920	25	\$ 3,500	20	\$ 2,800	23	\$ 3,220	9	\$ 1,260	28	\$ 4,060	4	\$ 560	138	\$ 19,320
34 Designer	\$ 108	20	\$ 2,100	16	\$ 1,680	14	\$ 1,470	22	\$ 2,310	8	\$ 840	27	\$ 2,835	4	\$ 420	111	\$ 11,655
35 Technical	\$ 100	15	\$ 1,500	20	\$ 2,000	51	\$ 5,100	67	\$ 6,700	4	\$ 400	6	\$ 600	4	\$ 400	167	\$ 16,700
36 Clerical	\$ 65	30	\$ 650	4	\$ 260	4	\$ 260	6	\$ 390	4	\$ 260	6	\$ 390	2	\$ 130	36	\$ 2,340
37																	
38 Cost Estimating (Compusult)		13	\$ 1,625	17	\$ 2,125	21	\$ 2,625	60	\$ 7,500	0	\$ -	0	\$ -	0	\$ -	111	\$ 13,875
39 Senior Estimator	\$ 125	13	\$ 1,625	17	\$ 2,125	21	\$ 2,625	60	\$ 7,500	0	\$ -	0	\$ -	0	\$ -	111	\$ 13,875
40																	
41 Security Electronics Design (SDC)		24	\$ 5,160	15.17	\$ 2,900	4	\$ 580	4	\$ 580	1	\$ 145	2	\$ 290	1	\$ 145	51.17	\$ 9,800
42 Project Manager Designer	\$ 215	24	\$ 5,160	10	\$ 2,150	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	34	\$ 7,310
43 Senior Systems Designer	\$ 145	0	\$ -	5.17	\$ 750	4	\$ 580	4	\$ 580	1	\$ 145	2	\$ 290	1	\$ 145	17.17	\$ 2,490
44 Systems Technical Support	\$ 95	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
45																	
46 Consultants Total Cost Per Task		\$ 14,955	\$ 12,465	\$ 12,835	\$ 20,700	\$ 2,905	\$ 8,175	\$ 1,655	\$ 73,690								
47 Estimated Expenses		\$ 650	\$ 650	\$ 1,300	\$ 650	\$ -	\$ 1,950	\$ 650	\$ 5,850								

Totals	Rate/Hr	Program / Concept Design Phase		Schematic Design Phase		Design Development Phase		Construction Documents Phase		Bidding Phase		Construction Administration Phase		Closeout Phase		Totals	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
48 Consultants Total Cost		\$ 14,955	\$ 12,465	\$ 12,835	\$ 20,700	\$ 2,905	\$ 8,175	\$ 1,655	\$ 73,690								
49 DLR Group Cost (wages plus overhead)		\$ 16,038	\$ 24,682	\$ 64,182	\$ 41,755	\$ 5,279	\$ 35,079	\$ 8,818	\$ 196,834								
50 DLR Group Fee (8%)		\$ 1,283	\$ 1,975	\$ 5,135	\$ 3,340	\$ 422	\$ 2,886	\$ 705	\$ 15,747								
51 Total (task services including fee)		\$ 32,276	\$ 39,122	\$ 82,152	\$ 65,795	\$ 8,607	\$ 47,140	\$ 11,178	\$ 286,270								
52 Total Estimated Expenses		\$ 1,920	\$ 1,920	\$ 2,316	\$ 1,412	\$ 254	\$ 4,236	\$ 904	\$ 12,862								
53 Total Design Contingency (10%)		\$ 3,420	\$ 4,104	\$ 8,447	\$ 6,721	\$ 886	\$ 5,138	\$ 1,208	\$ 29,923								

DLR Group
DESIGN • CONSTRUCTION • PROJECT MANAGEMENT

Main Jail Kitchen Floor Replacement - Project Estimate Summary
(WO# 2200036370)
02/23/2022 (rev 1/1/2021)

DO#	Task	Estimate/Budget	Current	REMARKS
A.	CONSTRUCTION / REMODEL JOC Contractor	Bldg S.F. 0,000		
1	Selective Demolition (All Divisions)	4800 \$ 12.00 \$	57,600.00	Demolish floor and tile/some walls
2	Division 1, General Requirements	16 \$ 3,000.00 \$	48,000.00	4 month project
	Excavation for plumbing replacement		15,000.00	Budget Allowance
3	Division 3, Concrete	4340.0 \$ 30.00 \$	130,200.00	new concrete floor slab and base-compacted
4	Division 4, Masonry		20,000.00	New walls and new openings in masonry
5	Division 5, Metals		-	
6	Division 6, Wood		-	
7	Division 7, Thermal, Moisture Protection	4340 \$ 5.00 \$	21,700.00	Moisture Barrier in slab
8	Division 8, Openings	10 drs, frames & Hdw. \$	15,000.00	Replace doors and frames and hardware
9	Division 9, Finishes		-	
		4800 \$ 60.55 \$	290,640.00	Porcelain Tile w/ epoxy setting bed and grout
	New FRP and SS wall finish thro	5,800 \$ 8.00 \$	46,400.00	Altro Whiterock Satin wall covering
	Drywall Repair (Walls and Ceiling)		10,000.00	Budget Allowance
10	Division 10 - Specialties (Toilet partitions and accessories)		-	
11	Division 11 - Equipment		-	
12	Division 12 - Furnishings, Millwork, Countertops		-	
13	Division 21, Fire Protection (Sprinklers)		-	
14	Division 22, Plumbing	17 \$ 1,000.00 \$	17,000.00	Allowance New Floor Sinks
		11 \$ 600.00 \$	6,600.00	Allowance New floor Drains
		3 \$ 6,500.00 \$	19,500.00	Allowance New Trench Drains
	300 LF est below slab		15,000.00	Allowance for waste line replacement
15	Division 23, Mechanical		16,000.00	Allowance for additional Plumbing
16	Division 26, Electrical		10,000.00	Allowance to replace elect. runs-floors & walls
17	Division 28 - Fire Alarm		3,000.00	Allowance for replacement of wall mtd items
18	Division 32 - Exterior Improvements			
	CONSTRUCTION / REMODEL COST (W/ Demolition and Bond)		\$ 741,640.00	
	General Conditions, O & P	20%	\$ 148,328.00	
	Total Construction Cost		\$ 889,968.00	\$ 900,000
B.	MISC COSTS (not included in "A" above)			
1	Systems Furnishings (New)		-	Quote#
1A	Systems Furnishings (Reconfiguration)		-	Quote#
2	DEMCO		-	Quote#
3	Floor Covering & Base		-	Quote#
4	Moving Expenses		20,000.00	Budget Allowance
5	Signage		5,000.00	Allowance for signage replacement
6	Asbestos/Mold Abatement			
7	network Cabling	0 Drops	-	See spec 2000000 and 2000001
8	network Equipment (Pima County IT dept.)		-	
9	Kitchen Equipment		250,000.00	Budget Allowance
10	PCFM Shops			
10a	Electrical		1,000.00	Labor
10b	Plumbing		4,500.00	Labor
10c	Electronics		500.00	Labor
	Total Misc Costs		\$281,000	\$281,000
	TOTAL CONSTRUCTION / REMODEL COST (A+B)	Sub-Total	\$1,170,968	\$0.00
C.	PROFESSIONAL SERVICES FEES (A)		\$ 193,000.00	\$ 300,659.00
1	Architectural		120,000.00	214,007.00
2	Project Admin			18,840.00
3	Structural Engineer		7,000.00	10,375.00
4	Mechanical Engineer (Plumbing and Fire Sprinkler)		24,000.00	27,230.00
5	Electrical Engineer (Electrical and Fire Alarm)		14,000.00	26,044.00
6	Food Service Consultant		18,000.00	50,015.00
7	Soils/Mat'l Test/Perc Reports		1,000.00	
8	Security Electronics design			9,800.00
9	Cost Estimator		9,000.00	13,875.00
10	Expenses-design and miscellaneous			12,962.00
D.	ADMINISTRATIVE COSTS	Sub-Total	\$47,160	\$47,160.00
1	Building Permit N/C if under PCFM Reg Plant		4,200.00	4,200.00
1a	State Fire Marshal (Construction, sprinkler, alarm)		960.00	960.00
2				
3	PCFM Design Services (A+B)		20,000.00	20,000.00
4	PCFM CMS Services (A+B)		22,000.00	22,000.00
5				
	ESTIMATED TOTAL COST (A+B+C+D)		\$ 1,411,128.00	\$ 1,528,819.00
	PROJECT CONTINGENCY (5% - 10%)	25%	\$ 352,800.00	\$ 229,322.00
	PROJECT BUDGET		\$ 1,763,928.00	\$ 1,758,141.00
	Escalation to mid point of Construction		\$ 36,072.00	\$ 41,859.00
	AVAILABLE FUNDING		\$ -	\$ -
	ESCALATED BUDGET		\$ 1,800,000.00	\$ 1,800,000.00

END EXHIBIT B – COMPENSATION SCHEDULE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2022

12/9/2021

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	
		INSURER B: Endurance American Insurance Company	
		INSURER C: Continental Casualty Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES 2 **CERTIFICATE NUMBER:** 18071739 **REVISION NUMBER:** XXXXXXXX

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO1883909	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP1883913	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	EXC30001280502	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
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	Y	WC1883912 EXCEPT FOR OH ND WA WY	10/1/2021	10/1/2022	<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
C	PROFESSIONAL LIABILITY	N	N	AEH591933838 RETRO DATE 6/1/86	10/1/2021	10/1/2022	\$3,000,000 PER CLAIM AND \$3,000,000 AGGREGATE CLAIMS MADE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE FOLLOWING PROJECT INFORMATION IS REFERENCED FOR CONVENIENCE ONLY: RE: 30-22115-00 PIMA COUNTY DETENTION CTR DESIGN SERVICES FOR MAIN JAIL KITCHEN RENOVATION. ***SEE ATTACHED***

CERTIFICATE HOLDER 18071739 PIMA COUNTY FACILITIES MANAGEMENT DEPT. 150 WEST CONGRESS-5TH FLOOR TUCSON AZ 85701	CANCELLATION See Attachments 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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PIMA COUNTY, ITS DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS, OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO, AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO1883909

Effective Date: 10/1/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO1883909

Effective Date: 10/1/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO1883909

Effective Date: 10/1/2021

This endorsement modifies insurance provided under the: **Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO1883909

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV

- Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization only to the person(s) or organization(s) shown in the Schedule above.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO1883909	10/1/2021	10/1/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization you are required to provide notice of cancellation, nonrenewal or reduction of insurance, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law	30

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP1883913

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE
FORM MOTOR CARRIER
COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DLR Group inc.,

Endorsement Effective Date: 10/1/2021

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: BAP1883913

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE
FORM MOTOR CARRIER
COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DLR Group inc.,

Endorsement Effective Date: 10/1/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s): All persons and/or organizations that are required by written contract or agreement with the insured that waiver of subrogation be provided under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP1883913	10/1/2021	10/1/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization you are required to provide notice of cancellation, nonrenewal or reduction of insurance, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law	30

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WC1883912

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT, WITH THE NAMED INSURED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 06 34**Policy Number: WC1883912****Effective Dates: 10/1/202110/1/2022****NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization you are required to provide notice of cancellation, nonrenewal or reduction of insurance, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**Professional Liability and Pollution Incident Liability Insurance
Policy Endorsement****NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS
WHERE REQUIRED BY WRITTEN CONTRACT**

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

- (1) sixty (60) days' notice; or
- (2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



PROCUREMENT DEPARTMENT
DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-8221

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

DLR Group Inc.

Insured Firm

CGL - #GLO1883909 Auto - #BAP1883913

Policy Number

Lockton Companies

Insurance Carrier

Katharine E. Lutz

Authorized Representative of the Insurance Carrier

Katharine Lutz

Printed Name

12/15/21

Date of Signature

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