



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/01/22

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Lloyd Construction Company, Inc. (Headquarters: Tucson, AZ)

***Project Title/Description:**

Design-Build Services for San Xavier Sheriff Substation (XSXDSS)

***Purpose:**

Award: Contract No. CT-CPO-23-148. This award of contract is recommended to the highest qualified Design-Build team in the amount of \$506,869.11 for a contract term of 11/01/22 to 06/30/24 for Phase I design and pre-construction services for the San Xavier Sheriff Substation project. County intends to negotiate with Design-Builder regarding scope, schedule, general conditions, construction fees, and other elements of the Guaranteed Maximum Price (GMP) for construction services and incorporate into this Contract by Amendment. Administering Department: Capital Program Office

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2200018 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. Two (2) responsive statements of qualifications were received and evaluated by a seven (7) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of two (2) respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest qualified Design-Build team is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

This new sheriff substation facility will be specifically built for the needs of the sheriff's department and is located in the southwest area that is currently underserved.

***Public Benefit:**

This facility will improve the ability to serve the community by being located closer to the service area.

***Metrics Available to Measure Performance:**

The performance will be measured using the consultant/contractor evaluation process as outlined in BOS Policy D29.1(E).

***Retroactive:**

No.

TO: COB 10/19/22 (1)

Ver: 1

Pgs: 110

OCT19'22AM0733PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: CPO Contract Number (i.e., 15-123): 23-148
 Commencement Date: 11/01/22 Termination Date: 06/30/24 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 506,869.11 * ☐ 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 ☐ 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: Dawn Dargan Digitally signed by Dawn Dargan
DN: cn=Dawn Dargan, o=Harris County, ou=Procurement
email=Dawn.Dargan@harriscountytx.gov, c=US
Date: 2022.09.30 14:33:31 -0700

Scott Loomis Digitally signed by Scott Loomis
Date: 2022.09.30 14:33:31 -0700

Department: Procurement Director Terri Spencer Digitally signed by Terri Spencer
Date: 2022.10.05 17:13:12 -0700

Telephone: 520-724-9071

Department Director Signature: _____ Nancy Cole Date: 10/6/22

Deputy County Administrator Signature: _____ [Signature] Date: 10/17/2022

County Administrator Signature: _____ [Signature] Date: 10/17/2022



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: September 29, 2022

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. SFQ-PO-2200018 for Design Build Services for San Xavier Sheriff Substation (XSXDSS) that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after November 1, 2022.

Award is recommended to the Most Qualified Respondent.

AWARDEE:

Lloyd Construction Company, Inc. and WSM Architects

OTHER RESPONDENT FIRMS:

CORE Construction and Arrington Watkins Architects

NOTE: Information regarding this solicitation will be disclosed in accordance with A.R.S. § 34-603(H).

Issued by: */s/ Dawn Dargan*

Telephone Number: (520) 724-9071

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov

PIMA COUNTY CAPITAL PROGRAM OFFICE

PROJECT: Design-Build Services – San Xavier Sheriff Substation (XSXDSS)

CONTRACTOR: Lloyd Construction Company, Inc.
2180 N. Wilmot
Tucson, AZ 85712

CONTRACT NO.: CT-CPO-23-148

AMOUNT: \$506,869.11

FUNDING: Non-Bond Projects

DESIGN-BUILD CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Lloyd Construction Company, Inc. ("Design-Builder"). County and Design-Builder may also be referred to individually as a "Party" or collectively as the "Parties."
- 1.2. History. County previously issued Solicitation for Qualifications (SFQ) No. SFQ-PO-2200018 (hereinafter referred to as the "Solicitation") seeking a Design-Build services provider; the documents, amendments, requirements and specifications of which are all incorporated into this Contract by reference.
- 1.3. Design-Builder Selection. Design-Builder was selected by County through the evaluation process described in the Solicitation.
- 1.4. Purpose. The Parties desire to enter into this Contract to design and build the San Xavier Sheriff Substation ("Project"), on a Guaranteed Maximum Price ("GMP") basis.

2. Effective Date, Term, and Schedule.

- 2.1. The effective date of this Contract is the date last signed below.
- 2.2. Unless otherwise terminated or extended, in writing, pursuant to other provisions of this Contract, the term of this Contract shall commence on November 1, 2022, and terminate on June 30, 2024 (the "Term").
- 2.3. Design-Builder provided County with a preliminary schedule covering the planning, design, and construction of the Project which is included in Appendix D – Design and Preconstruction Services Fee Proposal. The schedule complies with County's goal of having Design-Builder complete the Project for full occupancy within 18 months of Design-Builder receiving the notice to proceed from County.

3. Scope of Services.

- 3.1. This is a Design-Build Contract for architectural, engineering, and construction services (collectively, the "Services") for Project, as more fully set forth in the following documents attached this Contract: Appendix A – Project Scope of Service; Appendix B – Supplemental Provisions – Construction Costing; Appendix C – Design-Builder General Conditions; and Appendix D – Design and Preconstruction Services Fee Proposal.
- 3.2. Design-Builder will proceed with the Work in two phases: Phase 1 - Design and Preconstruction Services; and Phase 2 – Construction Services. Prior to any Design-Builder work on Phase 2, Design-

Builder must deliver to County a proposed GMP, or multiple GMPs, if construction is divided into multiple phases.

- 3.3. With respect to Phase 2 – Construction Services, the parties acknowledge that the Construction Documents may be incomplete at the time Design-Builder delivers the GMP proposal to County, and that Design-Builder may not complete the Construction Documents until after Design-Builder begins work on Phase 2. Nevertheless, Design-Builder's GMP proposal shall include all anticipated costs for the Work required for Phase 2. If County accepts Design-Builder's GMP proposal, Design-Builder will not be entitled to any increase in the GMP unless the Work required by the completed Construction Documents: (i) is required by this Contract for Design-Build Construction; (ii) is reasonably inferable from the incomplete construction documents submitted with the proposed GMP; (iii) is consistent with County's programmatic goals and objectives; (iv) is consistent with County's Design and Construction Standards and the general industry standards for completion of the Work; (v) is not a substantial enlargement of the Scope of Service; or (vi) substantially conforms to the nature, type, kind, or quality of Work depicted in the incomplete construction documents submitted with the GMP proposal.
- 3.4. If a GMP proposal is unacceptable to County, County will promptly notify Design-Builder in writing. Within 14 calendar days of notification, County and Design-Builder will meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work and/or to the proposed GMP.
- 3.5. County may, at its sole discretion and based upon its sole judgment: (i) accept a GMP proposal; (ii) reject a GMP proposal; (iii) terminate the Project; or (iv) proceed to construct the Project using a party or parties other than Design-Builder.
- 3.6. If County rejects a GMP proposal, neither party shall have any further obligation pursuant to this Contract.
- 3.7. If County accepts a GMP proposal, the parties will complete and execute an amendment to this Contract, and County will issue a written Notice to Proceed to Design-Builder establishing the date that Design-Builder will commence Phase 2 (the "Phase Commencement Date"). Design-Builder shall not expend any monies for the new phase prior to receipt of the Notice to Proceed.
4. **Key Personnel.** Design-Builder will employ suitably trained and skilled professional personnel to perform all services under this Contract. Prior to changing any key personnel, especially those key personnel County identified in Design-Builder's Statement of Qualifications relied upon in making this Contract, Design-Builder will obtain the approval of County.
5. **Compensation and Payment.**
 - 5.1. Not to Exceed (NTE) Amount. County's total payments to Design-Builder under this Contract, including sales taxes, will not exceed the sum Total Phase 1 Amount and Total Phase 2 Amount (GMP). The NTE Amount can only be increased by written amendment or Change Order.
 - 5.2. Total Phase 1 Amount. County will pay Design-Builder at the rates in Appendix D. County's total payments to Design-Builder for Phase 1 Work, including sales taxes (if applicable) will not exceed \$506,869.11.
 - 5.3. Progress Payments. For pre-construction services, Design-Builder will submit to County within one week of the last business day of each month Design-Builder's application for payment based on the percentage completed for each pre-construction design phase as agreed to by County. County will make payment for Design-Builder's construction services in accordance with Article 7 of the General Conditions. All construction costs which exceed the GMP and are not authorized by change order are to be paid by the Design-Builder and not County.
 - 5.4. County may, at any time during the Term and during the retention period set forth in Section 31 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Design-Builder will cooperate with County in reviewing the payment. County may set-off any

overpayment against amounts due to Design-Builder under this or any other contract between County and Design-Builder. Design-Builder will promptly pay County any overpayment that County cannot recover by set-off.

5.5. Price Guarantees. Upon acceptance by County of a GMP under Section 3.7:

- 5.5.1. Design-Builder guarantees that the sum of: (i) the actual cost of the work; (ii) Design-Builder's contingency; (iii) Design-Builder's staffing costs; (iv) the general conditions cost; and (v) Design-Builder's overhead and profit, will not exceed the amount in the accepted GMP. Design-Builder is responsible for all costs or expenses that would cause the sum of the items above to exceed the GMP unless County has adjusted the GMP by an approved change order.
- 5.5.2. Design-Builder certifies that: all unit costs supporting the GMP proposal are accurate, complete, and current at the time of negotiations; and that any other factual unit costs that Design-Builder may provide to County in the future to support any additional amounts that County may authorize will also be accurate and complete. County may reduce payments to Design-Builder if County determines that any amounts Design-Builder included are materially inaccurate, incomplete, or non-current factual unit costs.
- 5.5.3. Design-Builder will not perform work in excess of the GMP without prior authorization by a written Change Order executed by County's Board of Supervisors or Procurement Director pursuant to the Pima County Procurement Code. Work performed in excess of the GMP without a written and properly approved Change Order is done at Design-Builder's own risk.

6. **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 Design-Builder from liabilities that arise out of the performance of the work under this Contract. Design-Builder is free to purchase additional insurance.

Design-Builder'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 Design-Builder from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance.

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

- 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits 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, and products – completed operations.
- 6.1.2. 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 each accident.
- 6.1.3. Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person – disease.
- 6.1.4. Builder's Risk Insurance does apply to this contract. Design-Builder shall be required to maintain throughout the course of construction, Builder's Risk Insurance in a dollar amount equal to the full insurable value of the work under contract, which shall include "All Risk" coverage. Pima County shall be named as a "Loss Payee". Design-Builder shall be responsible for equipment, materials, and supplies until completion of the project and acceptance by Pima County.

- 6.1.5. 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 Service of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Design-Builder 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 three (3) years beginning at the time work under this Contract is completed.

6.2. Additional Insurance Requirements

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

- 6.2.1. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Design-Builder.
- 6.2.2. Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Design-Builder.
- 6.2.3. Primary Insurance Endorsement: Design-Builder's policies will stipulate that the insurance afforded Design-Builder will be primary and that any insurance carried by County, its agents, officials, or employees will be excess and not contributory insurance.
- 6.2.4. Insurance provided by Design-Builder will not limit Design-Builder's liability assumed under the indemnification provisions of this Contract.

6.3. Notice of Cancellation.

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

6.4. Verification of Coverage.

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

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

6.5. Approval and Modifications.

The Pima County Risk Manager 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, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Payment and Performance Bonds.**

7.1. As required by and in accordance with A.R.S. §§ 34-610 and 34-611 and as a condition precedent to receiving a Notice to Proceed for any new construction phase of the Work, Design-Builder will deliver to County the Performance Bond and the Payment Bond, each in an amount equal to the portion of the GMP attributable to that phase of the construction work, as financial security for the faithful performance and payment of its Design-Build Period obligations hereunder. The Design-Builder will provide for an increase in the Performance Bond and the Payment Bond to reflect any GMP adjustments, as a condition of its entitlement to the GMP adjustment.

7.2. The Performance Bond and the Payment Bond must be substantially in the form set forth in the Solicitation and must be issued by a surety company: (1) verified by County having a rating of "A-" in the latest revision of the A.M. Best Company's Insurance Report; (2) be listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies"; and (3) holding a certificate of authority to transact surety business in the State of Arizona, issued by the Director of the Department of Insurance.

7.3. The Performance Bond and the Payment Bond shall be released only upon the achievement of Final Completion by Design-Builder. In no event shall the Performance Bond or the Payment Bond serve as a limitation on the liability of Design-Builder under this Contract.

7.4. Design-Builder's failure to maintain the Performance Bond and Payment Bond in the required amounts throughout the construction phases of this Contract will constitute material breach of this Contract.

8. **Design-Builder's Performance.** Design-Builder is responsible for the professional quality, technical accuracy, timely completion, and coordination of all its efforts and other services under this Contract. Without additional compensation from County, Design-Builder will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This will include resolving any deficiencies arising out of the willful or negligent acts or omissions of Design-Builder found during or after the course of the services performed by or for Design-Builder under this Contract, to the extent that such willful or negligent errors, omissions, and acts fall below the standard of care and skill that a professional Design-Builder in Arizona would exercise under similar conditions. Design-Builder is responsible for these corrections or revisions regardless of County having knowledge of or condoning/accepting the efforts or services.

9. **Excusable Delays.** Neither Party shall be liable to the other nor deemed in default under this Contract if and to the extent that such Party's performance is prevented or delayed by reason of an Uncontrollable Circumstance. For purposes of this Contract, Uncontrollable Circumstance means any act, event, or condition that: (1) is beyond the reasonable control of the party relying on it as a justification for not performing an obligation or complying with any condition required of such party under this Contract; and (2) materially expands the scope of, interferes with, delays, or increases the cost of performing the party's obligations under this Contract, to the extent that such act, event, or condition is not the result of the intentional or negligent act, error, or omission, failure to exercise reasonable diligence, or breach of this Contract on the part of the party claiming the occurrence of an uncontrollable circumstance. Excusable Delays shall not include late performance by a subcontractor unless the delay arises out of an Uncontrollable Circumstance. A party shall extend the time of completion by a Change Order for a period of time equal to the time the Uncontrollable Circumstance prevented the delayed Party from performing in accordance with this Contract.

10. **Liquidated Damages.** Design-Builder agrees to achieve substantial completion by the end date as determined by mutual agreement of the Parties at time of GMP. Design-Builder's failure to reach Substantial Completion within the Term will substantially harm County. Because damages resulting from such a failure cannot be calculated with any degree of certainty, the Parties agree that if Contractor does not achieve Substantial Completion within the Term (as may be amended through written Change Orders), Design-Builder will pay to County as liquidated damages, and not a penalty, a dollar amount to be determined by mutual agreement of the Parties at time of GMP, for each calendar day between the deadline for Substantial Completion and the date Design-Builder actually achieves Substantial Completion. The Parties further agree that the daily liquidated damages amount is fair, reasonable, and not subject to later challenge.
11. **Unilateral Change Directive.** County may issue a unilateral change directive to Design-Builder at any time during the term of the Contract. Upon receipt of a unilateral change directive, Design-Builder will promptly proceed with the performance of any change in the Work as instructed and will promptly advise County in writing of Design-Builder's agreement (or disagreement) with any price, performance, or schedule, if any, as may be proposed by County in the unilateral change directive. No unilateral change directive will be binding on either Party unless it has been approved by the Pima County Board of Supervisors or, if authorized, County's Procurement Director. A unilateral change directive that is signed by Design-Builder and approved by the Pima County Board of Supervisors or Procurement Director reflecting the Scope of Service and any price, schedule, or performance relief, if any, will be deemed a Change Order.
12. **Suspension/Termination for Convenience**
 - 12.1. Suspension by County for Convenience. County may, without cause, order Design-Builder, in writing, to suspend or interrupt the Work in whole or in part for such period of time as County may determine necessary whenever such suspension or interruption would be in the best interest of County. If County suspends the Work for convenience, an adjustment shall be made for substantiated increases in the cost of performance of the Contract, if any, including profit on the increased cost of performance, caused by suspension or interruption. No adjustment shall be made to the extent:
 - 12.1.1. performance is, was, or would have been so suspended or interrupted by another cause for which Design-Builder is responsible; or
 - 12.1.2. an equitable adjustment is made or denied by County.
 - 12.2. Termination by County for Convenience.
 - 12.2.1. The performance of the Work under this Contract may be terminated by County, in whole or in part, in accordance with this clause whenever County reasonably determines that such termination is in the best interest of County. Upon such determination, County may notify Design-Builder, in writing, of County's intent to terminate. This notification of termination shall contain the extent to which performance of the work is terminated, and the date the termination becomes effective.
 - 12.2.2. If the Contract is terminated by County as provided herein, County will compensate Design-Builder for any Work performed, and accepted, prior to the termination, together with profit in proportion to the Work performed and accepted. The compensation will include payment for contractual obligations reasonably incurred prior to termination. No amount will be allowed for: anticipated profit on unperformed Work; or consequential damages to Design-Builder resulting from the termination. County will not compensate Design-Builder for work completed in violation of notice to terminate.
 - 12.2.3. Termination of the Contract or any portion thereof by County for convenience will not relieve Design-Builder of its contractual responsibilities for Work completed.
13. **Termination for Cause.**
 - 13.1. Events of Default. This Contract may be terminated for cause upon the occurrence of one or more of the following Events of Default:

- 13.1.1. If Design-Builder fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after 7 calendar days written notice from County, to correct such failure or neglect and thereafter diligently pursue the Project to completion;
- 13.1.2. If Design-Builder materially breaches this Contract and fails, after 7 days written notice from County, to correct such breach and thereafter diligently pursue the Project to completion; or
- 13.1.3. If a custodian, trustee or receiver is appointed for Design-Builder, or if Design-Builder becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or Design-Builder causes or suffers an order for relief to be entered with respect to it under applicable Federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for Design-Builder, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against Design-Builder, and in any of the foregoing cases such action is not discharged or terminated within 60 days of its institution.

13.2. Remedies of County Upon an Event of Default.

- 13.2.1. Upon an Event of Default, County may notify Design-Builder of Default and may terminate this Contract if a good faith cure is not commenced within 7 days of notice of Default.
- 13.2.2. Without prejudice to any of County's other rights or remedies, upon termination, County may
 - 13.2.2.1. Take possession of all data, reports, and work in progress in possession of Design-Builder or to which Design-Builder otherwise has rights;
 - 13.2.2.2. Accept assignment of Subcontracts; and
 - 13.2.2.3. Finish the Work by whatever reasonable method County may deem expedient.
- 13.2.3. If County terminates the Contract under this Section, Design-Builder is not entitled to receive further payment until the Work is finished. If the unpaid balance exceeds costs incurred in finishing the Work, such excess may be paid to Design-Builder, up to the amount due Design-Builder to the date of the termination. If such costs exceed the unpaid balance of the Contract, Design-Builder will pay the difference to County.

14. **Non-Appropriation.** Notwithstanding any other provision in this Contract, this Contract may be terminated if, for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining this Contract. In the event of such termination or if grant funding is no longer available, County shall have no further obligation to **(other party)** other than for payment for services rendered prior to cancellation to the extent that grant monies are still available

15. **Dispute Resolution.**

- 15.1 In the event of any dispute between County and Design-Builder regarding any part of this Contract or the Contract Documents, or the Parties' obligations or performance hereunder, either Party may institute these dispute resolution procedures. The Parties shall continue performance of their respective obligations notwithstanding the existence of a dispute.
 - 15.1.1 The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and County each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work, Design-Builder and County will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and County's Representative.

- 15.1.2 Either Party may, from time to time, call a special meeting for the resolution of disputes that would have a material impact on the cost or progress of the Project. This meeting will be held at County's offices within three working days of a written request for a meeting that specifies in reasonable detail the nature of the dispute. County's Project Manager and Design-Builder's Project Manager will attend the meeting. These Representatives shall attempt in good faith to resolve the dispute. If unable to resolve the dispute, the Parties may agree to escalation of discussions to a higher level before proceeding to mediation, as described below.
- 15.1.3 If the Parties are unable to resolve the dispute through the special meeting or escalation, then either Party may request non-binding mediation. The non-requesting Party may decline the request in its reasonable discretion. If there is concurrence that any matter will be mediated, a mediator, mutually acceptable to the Parties and experienced in design and construction matters as well as in the Design-Build procurement method will be appointed. The Parties will share the cost of the mediator. The mediator will be given any written statements of the Parties and may review Project and any relevant documents. The mediator will call a meeting of the Parties within 10 working days after his/her appointment, which meeting will be attended by County's Project Manager and Design-Builder's Project Manager. Such Authorized Representatives shall attempt in good faith to resolve the dispute. During such 7-day period, the mediator may meet with the Parties separately.
- 15.1.4 No minutes will be kept with respect to any mediation proceedings and the comments and/or findings of the mediator, together with any written statements prepared by the Parties, will be non-binding, confidential, and without prejudice to the rights and remedies of any Party. The entire mediation process must be completed within 20 working days of the date upon which the initial special meeting is held, unless the Parties agree otherwise in writing. If the dispute is settled through the mediation process, the decision will be implemented by written agreement signed by the Parties.
- 15.1.5 Nothing in this Section limits, interferes with, or delays the right of either Party to this Contract to commence judicial legal proceedings upon a breach of this Contract by the other Party, whether in lieu of, concurrently with, or at the conclusion on any non-binding mediation.

16. **No Consequential or Punitive Damages.** In no event will either Party be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive, or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty, or other legal theory; provided, however, that the waiver of the foregoing damages under this Section is intended to apply only to disputes and claims as between County and Design-Builder. Nothing in this Section shall limit the obligation of Design-Builder to indemnify, defend and hold harmless County Indemnitees for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or circumstance for which Design-Builder is obligated to indemnify County Indemnitees hereunder. In addition, the Parties acknowledge and agree that nothing in this Section will serve as a limitation or defense with respect to any obligation of a party to pay liquidated damages specifically provided for under this Contract.

17. **Laws and Regulations.**

- 17.1 Compliance with Laws. Design-Builder will comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders.
- 17.2 Licensing. Design-Builder warrants that it (directly or through its subcontractors) is appropriately licensed to provide all services required under this Contract and that its subcontractors will be appropriately licensed.
- 17.3 Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

18. **Independent Contractor.** Design-Builder is an independent contractor. Neither Design-Builder, nor any of Design-Builder's officers, agents, or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Design-Builder is responsible for paying all federal, state, and local taxes on the compensation received by Design-Builder under this Contract and will indemnify, defend, and hold County harmless from any and all liability that County may incur because of Design-Builder's failure to pay such taxes.
19. **Subcontractors.** Design-Builder is fully responsible for all acts and omissions of its subcontractors, and of persons directly or indirectly employed by Design-Builder's subcontractors, and of persons for whose acts any of them may be liable, to the same extent that Design-Builder is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
20. **Assignment.** Design-Builder may 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.
21. **Non-Discrimination.** Design-Builder will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Design-Builder 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.
22. **Americans with Disabilities Act.** Design-Builder will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
23. **Authority to Contract.** Design-Builder warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Design-Builder or any third party by reason of such determination or by reason of this Contract.
24. **Full and Complete Performance.** The failure of either Party to insist, in one or more instances, upon the other Party's full and complete performance under this Contract, or to take any action based on the other Party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time is not an accord and satisfaction.
25. **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.
26. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery, email or by certified mail upon the other Party as follows:
- | | |
|------------------------|----------------------------------|
| County: | Design-Builder: |
| Nancy Cole, Director | Paul Pena, GM |
| Capital Program Office | Lloyd Construction Company, Inc. |
| 201 N Stone Ave | 2180 N Wilmot |
| Tucson, AZ 85701 | Tucson, AZ 85712 |
| Tel:(520) 724-6312 | Tel: (520) 884-9821 |
27. **Non-Exclusive Contract.** Design-Builder understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
28. **Remedies.** Either Party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

29. **Encumbrances.** Design-Builder will not directly or indirectly create or permit to be created or to remain, and shall promptly discharge or bond any encumbrance or lien arising in relation to the Project or the Design-Build Work. Design-Builder's Subcontracts with all materialmen, suppliers, and Subcontractors shall provide that the sole recourse for such materialmen, suppliers, and Subcontractors for non-payment shall be against the Payment Bond.
30. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
31. **Books and Records.** Design-Builder will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Design-Builder will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
32. **Public Records.**
- 32.1 Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 32.2 Records Marked Confidential; Notice and Protective Order. If Design-Builder reasonably believes that some of those records contain proprietary, trade-secret, or otherwise-confidential information, Design-Builder must prominently mark those records "CONFIDENTIAL." In the event a public- records request is submitted to County for records marked CONFIDENTIAL, County will notify Design-Builder of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Design-Builder, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
33. **Legal Arizona Workers Act Compliance.**
- 33.1 Compliance with Immigration Laws. Design-Builder hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Design-Builder further ensure that each subcontractor who performs any work for Design-Builder under this Contract likewise complies with the State and Federal Immigration Laws.
- 33.2 Books & Records. County has the right at any time to inspect the books and records of Design- Builder and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 33.3 Remedies for Breach of Warranty. Any breach of Design-Builder's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Design-Builder to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Design-Builder will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Design-Builder.

- 33.4 Subcontractors. Design-Builder will advise each subcontractor of County's rights and the subcontractor's obligations under this Section by including a provision in each subcontract substantially in the following form:

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

34. **Grant Compliance**. Not Applicable.
35. **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.
36. **Forced Labor of Ethnic Uyghurs**. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
37. **No Third Party Beneficiaries**. Unless explicitly stated otherwise elsewhere in this Contract, no person other than the Parties themselves has any rights or remedies under this Contract.
38. **Entire Agreement**. This document constitutes the entire agreement between the Parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, whether oral or written. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Contract, exclusive of any Schedules, Change Orders, and the General Conditions; (b) second, the Scope of Services; (c) third, any Change Orders; (d) fourth, the General Conditions in Appendix C; and (e) fourth, any Appendices to this Agreement.

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PIMA COUNTY

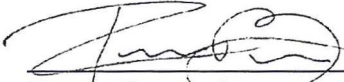
Chair, Board of Supervisors

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Rachelle Barr

Print DCA Name

10/14/2022

Date

DESIGN-BUILDER



Authorized Officer Signature

Paul Pena, General Manager

Printed Name and Title

10/17/2022

Date

APPENDIX A – PROJECT SCOPE OF SERVICE (12 pages)



PIMA COUNTY Capital Programs Office
201 N. Stone Avenue | 5th Floor | Tucson, Arizona | 85701
Tel: 520-724-8091

SCOPE OF SERVICES REQUIRED

DATE (Version): July 7, 2022

PROJECT NAME: San Xavier Sheriff's Substation

PROJECT LOCATION: 4774 W. Valencia Rd., Tucson, AZ 85757

A. SCOPE OF SERVICES TO BE PROVIDED BY THE DESIGN BUILD TEAM.

1. General Provisions:

- a. The Scope of Services includes all services required to design and construct a fully functional, operational, and easily maintainable sheriff's substation that conforms to the basic dimensions, configurations and requirements written in this Scope of Services and defined more specifically in the Statement of Work (SOW) and associated documents.
- b. Design-Builder shall provide the services to design and construct the new sheriff's substation. To fulfill this obligation, Design-Builder shall hire and coordinate all professional consultants, and subcontractors.
- c. The Contractor, Professional Consultants, and Subcontractors shall be collectively referred to as Design-Builder. Design-Builder will develop and execute the design and construction documents that comply with the SOW and construct the new functional sheriff substation facility.
- d. The Design-Builder and all members of the Design-Builder Team shall be currently licensed to perform work in the State of Arizona and in compliance with the Arizona Administrative Code.

Design-Builder shall provide to County the names and licensing or registration information of all project team members who have direct responsibility in designing and constructing the facility and in preparing documents that define the work for constructing the facility under this contract. Professional consultants shall sign and seal all documents they prepare as required by Title 4, Chapter 30, Board of Technical Registration, and Section R4-30-303 of the Arizona Administrative Code. Commercially licensed contractors shall perform all construction work as required by Title 4, Chapter 9, and Section R4-9-102 and the licensee must be named on the respective license per R4-9-109.

- e. County lacks the necessary expertise for the Project, and has therefore, contracted with Design-Builder. Any written approval of plans, specifications, reports, and other construction documents by the Pima County Board of Supervisors is only for conformance with the program design concept of the Project. The Board of Supervisor's approval does not imply approval of nor attest

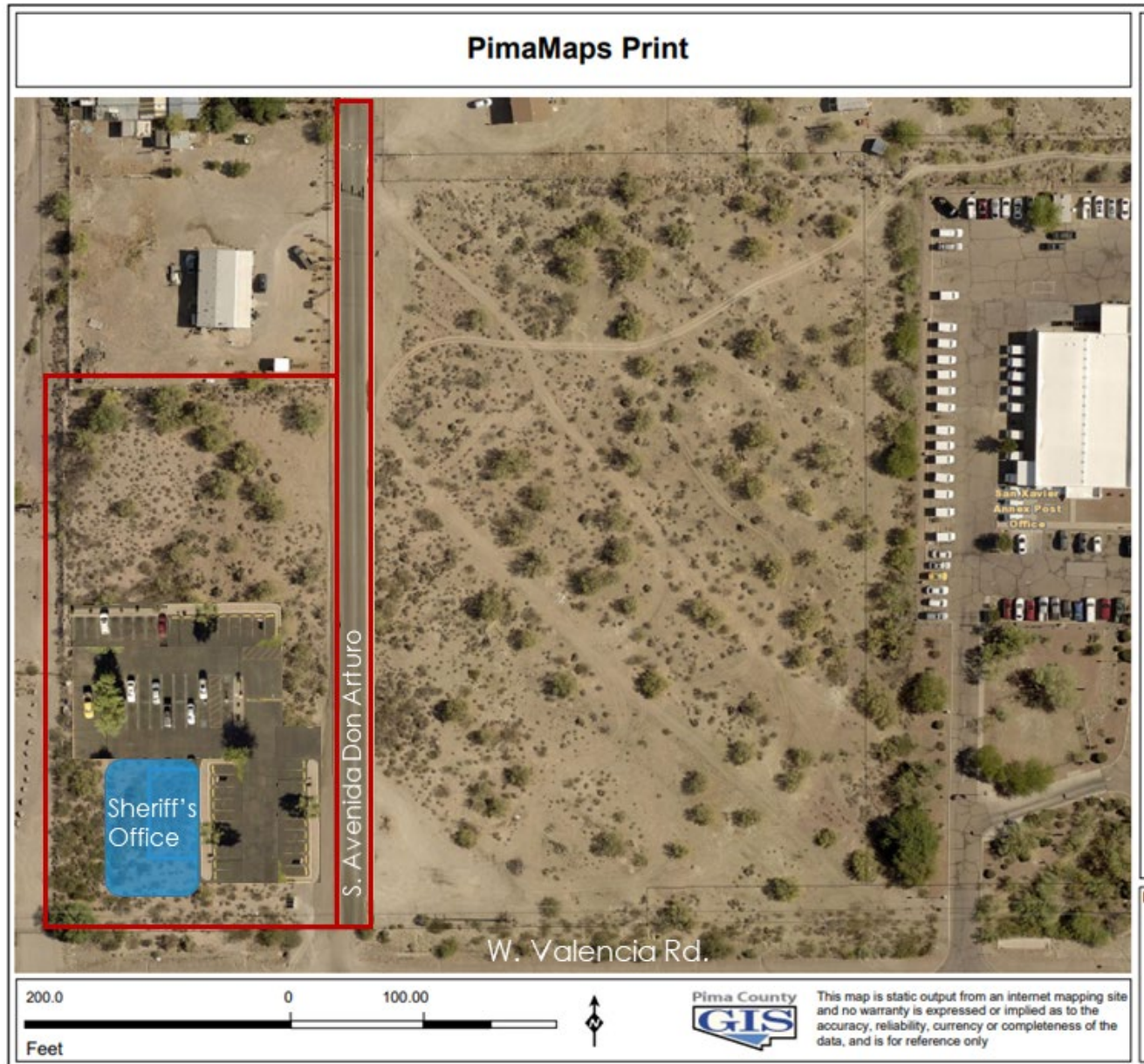
to the accuracy, suitability, or completeness of the design, drawings, dimensions, details, proper selection of materials, nor compliance with applicable codes or ordinances. Such accuracy, suitability, or completeness is the sole responsibility of the Design-Builder for the Project.

- f. If a Guaranteed Maximum Price for construction of the Project, or any phase thereof, is not received for an amount within the construction budget, County shall implement options in Section 6 below.

2. Project Narrative: Statement of Work

- A. Need - The southwest area of Tucson is served by the San Xavier Substation, which is currently located on Ajo Way near Country Club. The facility was not originally designed as a Sheriff Substation and therefore, has many functional deficiencies. In addition, the location is not located in the service area, which increases response times. The Sheriff's Department needs a new substation specifically built for their needs that is located in the southwest area in order to maintain public safety.
- B. General scope - The Work shall include the design and construction of a new sheriff substation (the "Facility") for the Pima County Sheriff's Department that will contain reception area with workstations, offices, open work areas, meeting/briefing rooms, toilets, janitor closet and break rooms. Additionally, there will be interview, holding, and evidence rooms. The site will have a small public parking lot in front with a larger secured parking area for the Sheriff in back along with space for storage of bulkier items. The adjacent roadway, S. Avenida de Arturo, is to be paved as part of this project. This facility will improve the ability to serve the community by being located closer to the service area and by having a facility that is built specifically for the sheriff's functional requirements.
- C. Location - The new facility will be located on a site at 4774 West Valencia west of the San Xavier Annex Post Office and east of S. Mark Rd. on a vacant parcel recently acquired by Pima County:

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- D. Referenced standards – Contractor to verify latest adopted codes by visiting the Pima County development services website: <https://webcms.pima.gov>. Applicable codes and standards including:
1. Pima County Zoning Code – Title 18
 2. 2018 International Building Code
 3. 2017 National Electric Code
 4. Outdoor Lighting Code
 5. Arizona State Fire Marshal (ASFM) requirements
 6. NFPA
 7. Facilities Maintenance Design Requirements (FMDR) and details
 8. Natural Resources Parks and Recreation Stand Specifications (NRPRSS) and details
 9. Pima Association of Governments (PAG) standards and details
 10. Pima County Subdivision and Development Street Standards (SDSS)

E. Scope of Service - 6400 sf, (1) one story, weather tight, B (Business) occupancy, Type IIB constructed facility.

F. Functional Program is as follows:

PC Sheriff's Substation			
Personnel/Program and Functional Area Detail			1/14/2022
	Quantity	Net SF	
Sheriff Personnel			
Lieutenant's office	1	200	
Deputy/QC	1	144	
Sargent's Office	4	200	4 workstations/shared workstations for shifts
Directed Patrol Workstations	1	200	6 work stations with table
Deputy Office benching	6		6 extra work stations for Deputy's
Holding Cell	1	128	with plumbing fixtures - discussion to assess need
Evidence Storage	1	144	Large lockers
Drug Storage/Evidence Processing	1	150	Hood and workstation, large lockers and medium to smaller for evidence,refrigerrator for blood samples
Briefing/Debriefing Room	1	625	Includes 2 SGT's work stations, 10-15 seating, mail boxes, department forms, memorial wall, radio
Conference Room	1	240	seating for 10
Total Office/Workstation/Staff Count	18		
Sub-total Areas NSF		2031	
Plus Circulation Allowance of 30%		609	
Total Personnel Area NUSF		2640	
Admin/Staff Support Areas			
Reception	1	100	1 workstation, ballistic glass filmed window with pass-thru and speaker
Lobby/Waiting	1	100	ballistic glass filmed window with anti-richochet pass-thru
Copy	1	50	
Admin Storage	1	64	
Admin desks - PSSS	2	128	Near reception, semi private
Mail	1	80	40-50 slots located in briefing room
Restrooms	2	520	area for a few lockers and a bench in each restrooms, no showers
Breakroom	1	200	
Misc. Storage	2	30	
10x10 exterior storage area	1		100 s.f. Exterior yard/enclosure for bikes or other bulky items
Total Support Spaces	13		
Sub-total Support Areas NSF		1272	
Plus Circulation Allowance of 30%		382	Varies based on project type
Total Staff Support Area NUSF		1654	
Building Support			
Electrical Room	1	80	Prepped for generator for full functional use; lighting, conv. Power, ref., communications, etc.
IT Closet	1	80	
Fire Riser	1	40	
Mechaincal Room	1	80	
Total Support Spaces	4		
Sub-total Support Areas NSF		280	
Plus Circulation Allowance of 20%		56	
Total Support Area NUSF		336	
SUMMARY			
Total Personnel Area NUSF		2640	
Total Admin Support Area NUSF		1651	
Total Building Support Area NUSF		336	
Sub-Total Program NUSF		4627	
Building Mechanical Electrical Grossing		1,157	
New Building Grossing Factor (10%)		463	
Sub-Total		6,246	
Required Building Gross Square Feet (rounded)		6400	

- G. Floor assembly – To be a cast in place reinforced concrete slab on grade.
- H. Wall assembly - Reinforced masonry with interior furred-out gypsum walls.
- I. Exterior finishes – Provide a pleasing and well thought out exterior material placement that is a mixture of glass, painted CMU, and stucco/EIFS. Note the security issues and material placement.
- J. Roof assembly – Provide white built-up bituminous roofing over metal framing, slope to external gutters. Gutters to tie into site water management system. Provide metal parapet caps if parapet design is used.
- K. Mechanical design - Provide mechanical heating ventilating and air conditioning systems for each of the mechanical zones as defined for this building; each zone to have building automated system control for main air unit, each zone and distribution boxes as provided. If units are placed on roof provide a parapet that is fall protection height, tie-offs not allowed.
- L. Plumbing Design – Provide a functional and code compliant plumbing design as per division 22 of the Facilities Maintenance Design Requirements (FMDR). Potentially provide toilet in holding cell.
- M. Electrical design
 - 1. Provide emergency power system to support essential systems, including emergency egress lighting, critical network, and phone communication systems.
 - 2. Provide a bonded electrical grounding system for the building and site to protect sensitive electronics equipment.
 - 3. Provide electrical service installation in accord with NFPA.
 - 4. Provide general convenience outlet locations based on building functions and general maintenance of building equipment. Provide interior and exterior general power outlets for cleaning and building systems maintenance. Final locations to be verified by County.
 - 5. Provide Office and Business Lighting levels as per code.
- N. Fire suppression systems
 - 1. Provide automatic fire suppression system designed and installed in compliance with NFPA and applicable codes to align to functional activities of the spaces and the hazard classification of each area.
 - 2. See division
 - 3. Provide Fire Alarm system with local alarms with reporting to Pima County. Establish protocol with County.
 - 4. Provide fire separation as required between areas consistent with most restrictive applicable building codes.
- O. IT/Communications – Pending. Additionally see Division 27 of the Facilities Maintenance Design and Construction standards.
- P. Security - Provide a fully integrated security system with 24 hour access control and cameras. Establish protocol with County.
- Q. Interior fit-out – Provide interior gypsum partitions going to the deck at areas requiring security or acoustical control
 - 1. Floor – All final color and finish selections by County
 - a. Carpet Squares - in offices, administration, conference room
 - b. VCT - at reception and lobby, circulations spaces, copy room, mail room, break room, holding cell, storage and debriefing room

- c. Exposed polished concrete - at restrooms, janitor closet, electrical and mechanical spaces, and storage spaces
- 2. Provide ballistic film at interior glazing in Lobby and Waiting Room
- R. Interior partitions - gypsum over metal gauge studs, see Division 9 Finishes in the Facilities Maintenance Design Requirements (FMDR).
- S. Ceiling – Gypsum hard lid construction at areas requiring security or acoustical control and acoustical tile elsewhere.
- T. Openings – provide daylight to all office areas, fenestration to meet all energy codes, exterior doors to be storefront system at entry and hollow metal elsewhere.
- U. Site development
 - 1. Provide site improvements to receive the new facility and access to adjacent roads
 - 2. Provide concrete pedestrian sidewalks connecting parking spaces to the building and access to the public street.
 - 3. Provide lighting with controls to illuminate the building and parking
 - 4. Provide security fencing to control access to the site and also restrict access to the exterior storage from the public parking.
 - 5. Perform improvements to the site to provide for connection to existing site utilities. Work to include application for connection to existing service and provide the equipment needed for these connections.
 - 6. Provide on-site soil grading best practices to achieve proper elevation of the final installation to address water drainage and retention.
- V. Paving – Provide a legal, paved all weather access to the public roadway system from the site. Provide a legal, paved all weather access to Valencia from the adjacent rural residential collector, Avenida Don Arturo. See section 4.2 of the Subdivision and Development Street Standards (SDSS)
 - 1. Roadway - See Section 4.17, *Pavement Design*, in the SDSS manual for design criteria on the roadway and APPENDIX A – Valencia Road Pavement Design report.
 - 2. Parking - See Section 5.3 *Design of Parking Areas, Parking Lot Pavement* in the SDSS manual for design criteria on the parking area.
 - 3. Reference Pima County's Supplemental Specifications and the standard PAG Specs and details.
 - 4. The project will require a right-of-way use permit, coordinate, along with the CPO project manager, with Development Services for on-site and off-site permitting.

3. Design-BUILDER - Architectural/Engineering Service

Provided Professional Services for this project include the following services;

- a. Preparation of design and construction document packages and as required to provide a complete functional and maintainable facility. Issue final drawing packages ahead of and coordinated with the construction delivery to allow for development of estimates and permit packages. The final permit ready packages are as follows:
 - 1. Site Development Plan package with preliminary estimate.
 - 2. Site civil documents package and estimates; drainage control systems, vertical control, underground utilities, vehicle access lane design, site security control and access devices.

3. Site improvements package and estimates.
 - a) Site Improvements plan
 - b) Electrical lighting systems
 - c) Site power systems
 - d) Pedestrian access and sidewalks.
 - e) Landscape design and irrigation design.
 4. Concrete systems package and estimates.
 - a) Building foundation plan site dimensional plan
 - b) Concrete slab design and footing design with detailing
 - c) Structural calculations and special inspection certifications.
 5. Building Interiors and fit-out package and estimates.
 - a) Interior partitions
 - b) Electrical systems
 - c) Heating, ventilation and air conditioning systems
 - d) Plumbing systems
 - e) Finish system sections, details, and schedules
 - f) Signage systems for
 - 1) Rooms
 - 2) Exits
 - 3) Space identification
 - 4) ADA, building code, and NFPA requirements
 - g) Communications plans
 - h) Security plans
 - i) Network systems diagrams.
- b. Professional design and construction services include but are not limited to:
1. Architectural
 2. Structural Engineering
 3. Civil Engineering
 4. Geotechnical Service
 5. Land Surveyor
 6. Landscape Architecture
 7. Mechanical Engineering
 8. Plumbing Engineering
 9. Fuel System Design
 10. Electrical Engineering
 11. Fire protection System
 12. Fire Alarm Engineering
 13. Telecommunication System Design/Distributed Antennae System Design as required
 14. Security /Access Control System Design
 15. Audio /Visual System
 16. Building and wayfinding identification
 17. ADA Compliance Design
 18. Construction Administration
 19. Permit Support

4. Design-Builder - Construction Services

Construction services for this project include the following:

- a. Develop cost estimates of probable construction.
- b. Develop the phased construction documents packages.
- c. Develop constructability and material availability assessments of the design.
- d. Provide the labor, material, equipment and supervision to perform the work necessary to provide a complete installation within the boundaries of the budget.
- e. Coordinate all aspects of the project to provide a functional building that meets the requirements defined by the contract documents.
 1. Evaluate the costs of the subcontractors and obtain competitive pricing for each trade
 2. Evaluate subcontractor costs provided for each of the package documents.

- f. Prepare submittals for review by design build team and County.
- g. Construct the work defined by the construction documents.
- h. Submit documents for plan check review and approval.
- i. Obtain all necessary permits for construction including but not limited to – TEP, State Fire Marshall, and Tucson Water.
- j. Coordinate for inspections and obtain necessary special inspections.
- k. Modify the work for compliance with local authorities having jurisdiction for compliance with locally adopted codes
- l. Make necessary material and fit adjustments for changes due to value engineering.

5. Design and Construction Services Detail:

a. Document Packages:

The Design-Builder shall verify the information provided by County and review issues of relevance including but not limited to: physical design parameters, material selections, existing business operations, required finish systems and County recommendations. The Design-Builder shall validate site conditions, collect data necessary to perform the engineering of the project, and meet the Project Team to discuss and coordinate the specifics of the Project and ensure compliance with Contract Documents.

The Design-Builder will submit to County design phase drawings and document packages for County review and approval before submitting final packages for permit. Professional design services for this project shall consist of Pre-design, Schematic Design, Design Development, Construction Documents, Bid 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 phases as described below.

1. Site Development Plan
2. Schematic Design
3. Construction Documentation in three submittals
 - a) 50% CD Review
 - b) 90% CD Review and final GMP's
 - c) 100% Permit Documents
4. Construction Administration
5. Record Drawings and Operations and Maintenance Manual

The Design-Builder shall conduct an internal quality assurance and quality control review of each package for each phase described, with the entire Design-Build team prior to submission to County. A document review session will be held with County and the Design-Builder. The formal submittal shall consist of PDF and AutoCAD formatted documents.

County will provide, as necessary, written review comments for each package and the Design-Builder will provide response to address County concerns.

The construction document packages shall provide the information necessary to obtain building permits and shall include but not limited to, drawings, design narratives from each discipline, outline specifications, calculations and other documents which establish the general scope and design, and any other dimensional relationships specific to the Project.

The Design-Builder shall prepare and update cost estimates on a regular basis as Scope changes and document packages are prepared for review by County.

Written approval by County for each document package submitted to County is necessary before proceeding.

The Design-Builder shall prepare completed Construction Documents, including drawings, specifications, color/material/finish selections, calculations, cost estimate, schedule and reports setting forth in detail the requirements for the construction.

The Design-Builder and/or sub-consultants along with County's Project Manager shall meet with local and State agencies to review and verify construction documents. This includes, but is not limited to, consultation with Pima County Development Services, the Arizona Office of State Fire Marshal, and other agencies as applicable.

b. Construction Administration:

The Construction Administration Phase will commence with the preconstruction meeting/notice-to-proceed to the Design-Builder and will terminate upon completion of the final acceptance of the Close-Out Document package. The Design-Builder shall assist County in a timely completion of the Close-Out Documents. Construction Administration Services, beyond the completion time period specified above shall require specific written approval by County by written amendment to this Contract.

County shall make sufficient visits to the site to ascertain the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Engineering consultants shall also furnish periodic written records of their inspection of the Work, and Design-Builder shall submit them to County for County files. County shall have the authority to enter the project work site as it deems necessary to review the progress of the Work.

The Design-Builder shall chair a construction meeting on site as needed to oversee the construction with the Design-Builder and County represented and shall also provide written minutes of the meetings to all attendees.

The Design-Builder shall immediately notify County of issues relating to failing to carry out the work in accordance with the Contract Documents.

The application for progress payment shall be based on document packages provided by Design-Builder, visual and written evidence of site improvements, and the data comprising the application for payment. Design-Builder's submission of the Application for Payment is a representation by the Design-Builder to County, that (1) the Work has progressed to the point indicated; (2) to the best of the Design-Builder's knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the state of the Work at the time the Certificate of Payment was made) and (3) the Design-Builder is entitled to payment in the amount certified. The Design-Builder Contractor shall provide to County evidence of items corrected or payments made to sub-consultants and subcontractors prior to submitting an Application for Payment.

County is the interpreter of the requirements of the Contract Documents and of the performance thereof, and shall recommend decisions on all claims from County or Design-Builder Contractor relating to the execution and progress of the work on all other matters or questions related thereto.

County shall contract for testing in a separate contract.

County shall reject Work that does not conform to the construction documents, and shall require special inspection or testing of any Work which has due cause for concern for noncompliance with the construction documents. Work shall stop whenever in the opinion of County that confirmation of compliance with the construction documents is required. County, where necessary, shall issue the order to Stop the Work.

Shop drawings represent the contractors understanding of the drawings and cannot formally change the design intent. The Design-Builders professional consultants shall review shop drawings, samples, and other submissions of the Design-Builder and provide additional instructions and provide any additional written instructions and drawings as needed for the proper execution of the Work. All such instructions or drawings shall be consistent with the intent of the construction documents. Changes to the work via shops drawings must be accounted for in a change order.

The Design-Builder may make minor changes in the Work as long as the changes do not involve extra cost, delay in execution, or a claim of any kind against County and are consistent with the intent of the construction documents. Except in an emergency endangering life or property, the Design-Builder shall not perform additional work or change the Work except by written approval and Change Order signed by County.

Project Close Out and Occupancy

The Design-Builder shall prepare as-built documents of the completed work. These documents will be made into the Record Drawings Package (electronic pdf and AutoCAD as-built drawings) formatted per most current requirements of County.

1. As part of the Project Closeout documents requirements, the Design-Builder 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, PDFs, or other file format shall also be bound and submitted individually as part of the record drawings package.
2. 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.
3. Do not create drawings using proxy objects.
4. Provide a digital copy of the Record Drawings Package in PDF and current AutoCAD format and deliver to County. If Revit was used, provide these files in addition. A complete set of Operations and Maintenance Manuals (O&M Manual) in PDF format, with hyperlinked table of contents shall be provided by Design-Builder to include the most current items provided and installed and provided to County.

The O&M Manuals, Certificates of Warranty and Substantial Completion shall have a date of substantial completion on each. The submittal of Final Completion shall provide guarantees, lien waivers and related documents.

Design-Builder will coordinate with appropriate agencies having jurisdiction of the final acceptance and approval of the sprinkler fire alarm system.

Design-Builder will provide to County the final signed Certificate of Occupancy.

6. Estimated Budget & Cost Control

The project cost for construction of the new facility and site work shall not exceed **\$5,757,600.00** (Doesn't include land acquisition, project development, design, permits, utility connection, public art, contingency and preconstruction fees).

The Design-Builder is responsible to maintain the project's design within the construction budget. The Design-Builder shall prepare an estimate of Probable Construction Cost for each submittal phase at which time County and the Design-Builder will review and evaluate the cost estimate.

The Design-Builder shall recommend value-engineering items, scope changes, and alternates for County review and approval. If the Design-Builder's estimate of the Probable Construction Cost exceeds the Construction Budget, at any phase/submittal, County shall have the following options:

- a. Reject the submittal, and require the Design-Builder to redesign the Project, update the submittal and the cost estimate in accordance with A.R.S. 34-104, at no additional cost to County or
 - b. Give written approval of an increase in budget for the Cost of the Work; or
 - c. Conditionally approve the submittal, directing the Design-Builder to work with the Project Manager and User Department to revise the scope, extent, and quality of the Project as required to meet the Construction Budget; or
 - d. Terminate the contract in accordance with contract provisions contained in Article(s) 13/14.
- 7. Project Schedule:** Design Services shall begin concurrently upon receipt of an approved Contract and a Notice to Proceed from the Project Manager. A total of 15 months from start of design to substantial completion is County's goal. It is anticipated that there will be overlap in the phases with multiple GMPs.
- a. Pre Design and Design through Construction Documents - Six (6) Months
 - b. Permits and Bids – Three (3) Months. Bid phase overlaps with Construction
 - c. Construction – Twelve (12) Months
 - d. Project Closeout – One (1) Month

The overall master project schedule shall be developed by the Design-Builder per the above overall timelines with input from County.

B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

County shall provide the following: Cost of reproductions for all documents as listed in the Contract, which are used for meetings with County representatives, and as requested by County Project Manager.

1. A Project Manager from the Capital Programs Office assigned to work with the Design-Builder.
2. Any information known to 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 Design-Builder to verify field conditions;
3. Any reports and/or mitigation known to County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, County will contract directly with abatement consultants and contractors for remediation, should that be necessary;
4. Any building Materials and Finishes Standards desired by County
5. Apply for and pay all building permit fees, to include Pima County Wastewater fees (if any);
6. Apply and pay for the final Certificate of Occupancy.
7. Consultation with Pima County officials as required.

8. Obtain and pay for third party Commissioning Agent.
9. Coordination with business operations representatives.
10. Provide selection of interior finishes by FM interior designer.
11. County's Project Team will consist of representatives from Pima County Capital Programs Office (CPO) who will have final decision making authority during both the design and construction phases. Other participants on the design team may include members from Risk Management, Facilities Maintenance, Office of Sustainability and Conservation and the Pima County Sheriff Department.
12. County to provide the following referenced standards:

A. Facilities Maintenance Design Requirements (FMDR) and details:

Div 00 - Architect/Engineer Instructions
Div 01 - General Requirements
Div 03 - Concrete
Div 04 - Masonry
Div 05 - Metals
Div 06 - Woods Plastics Composite
Div 07 - Thermal Moisture Protection
Div 08 - Openings
Div 09 - Finishes
Div 10 - Specialties
Div 22 - Plumbing
Div 23 - HVAC
Div 26 - Electrical
Div 27 - Communications
Div 28 - Fire Alarm

B. Natural Resources Parks and Recreation Stand Specifications (NRPRSS) and details

Section 32-80-00 Irrigation System
Section 32-90-00 Landscape Work
Section 32-96-00 Native Plant Salvage Work

C. Pima Association of Governments (PAG) standards and details

D. Pima County Subdivision and Development Street Standards (SDSS)

End of Appendix A – Project Scope of Service

APPENDIX B

SUPPLEMENTAL PROVISIONS – CONSTRUCTION COSTING (5 pages)

ARTICLE 1 – GENERAL

Design-Builder will develop the Guaranteed Maximum Price (GMP) as provided for in this Contract and appendices. The GMP Proposal for the entire Work (or portions thereof) will be presented in a format acceptable to County, and will include the clarifications or assumptions upon which the GMP Proposal is based.

A. Unless otherwise directed by County, each GMP proposal will include all of the following components:

1. Summary of the GMP: A summary of the GMP with a total for each of the components of the GMP defined in the Construction Provisions (i.e. "Cost of the Work", "Design-Builder Contingency", "Fee") as described and as shown in **Attachment 1 to this GMP Appendix**. If there will be multiple GMPs, then the GMP Summary will be presented in a spreadsheet format with each successive GMP in a separate column with the total GMP in the rightmost column.
2. Description of Work: a brief description of the Work to be performed for the Project or phase(s) to which the GMP proposal applies. Exclusions must be clearly stated.
3. List of Plans and Specifications used for GMP Proposal: A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. (Date stamped and signed by Design-Builder).
4. List of clarifications, assumptions and exclusions: A list of the clarifications, assumptions, and exclusions by Design-Builder with regard to the Scope of Service in the GMP proposal, to supplement the information contained in the documents.
5. Project Schedule in Critical Path Method format: A Critical Path Method (CPM) diagram construction schedule. An updated Project Management Plan will also be submitted with each GMP proposal.
6. A calendared spend plan to show a cash-flow forecast based on the proposed construction schedule, schedule of values and GMP. If the construction covered by the GMP overlaps construction performed under a prior GMP, their cash flows will be consolidated into a single cash-flow statement.
7. Subcontractor Selections / SBE Requirements / Utilization Form / Letters of Intent: A summary of the subcontractor selections, including an SBE requirements section addressing the goals set for the Project and the current status on meeting the Project goals. The Utilization Form and Letters of Intent must be attached when subcontractor selection has been made prior to final GMP submittal. Subcontractor selections must conform to the approved Subcontractor Selection Plan provided by Design-Builder.

B. Design-Builder must keep the submittal package as simple as possible and submit it on 8 ½ x 11-inch paper. Color or shading must be kept to a minimum. If used, the color or shading must not affect the reproduction of the submittal in black and white.

C. The Parties may, by agreement, use a simplified GMP format for smaller projects or phases, so long as the documents supporting the GMP clearly delineate the Work—or that portion of the Work—to which the GMP applies and provide a schedule for completion of the Work.

ARTICLE 2 – COST OF THE WORK

The term "Cost of the Work" means costs necessarily incurred by Design-Builder in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work includes only the items set forth in this Article.

1. Wages of direct employees of Design-Builder performing the Work at the site or, with County's agreement, at locations off the site, provided, however, that the costs for those employees of Design-Builder

performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

2. Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the site or working off-site to assist in the coordination, production or transportation of material and equipment necessary for the Work.
3. Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices and performing the payment of the salaries of Design-Builder's project management, estimating, administrative, scheduling, safety and other personnel when working on items of Work specifically related to the Project at Design-Builder's principal office, Design Consultant(s)' office, job site, field office or any other location for that portion of their time spent in the performance of the Work for the Project shall be included in the Cost of the Work. The cost of Vice Presidents and the President of Design-Builder is included in Design-Builder's Fee and is not part of the Cost of the Work. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a fifty percent (50%) markup to compensate Design-Builder for the Project related overhead associated with such personnel.
4. Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, excluding bonuses, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under paragraphs 1 through 3 of this Article.
5. The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
6. Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
7. Costs incurred by Design-Builder in repairing or correcting defective, damaged, or nonconforming Work, provided that such defective, damaged, or nonconforming Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence of Design-Builder or those working by or through Design-Builder. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder will exercise best efforts to obtain recovery from the appropriate source and credit County if recovery is obtained.
8. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
9. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned Design-Builder employees or subcontractors that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
10. Costs of removal of debris and waste from the project site.
11. The reasonable costs and expenses incurred in establishing, operating, and demobilizing the site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.
12. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment, and hand tools not customarily owned by the workers, which are provided by Design-Builder at the project site, whether rented from Design-Builder or others, and incurred in the performance of the Work.
13. Premiums for insurance and bonds required by the Contract or the performance of the Work.
14. All fuel and utility costs incurred in the performance of the Work.
15. Sales, use, privilege, or similar taxes, tariffs, or duties incurred in the performance of the Work.
16. Costs for permits, royalties, licenses, tests, and inspections incurred by Design-Builder as a requirement of the Contract Documents provided, however, that costs for re-tests and re-inspections are not included

in the Cost of Work to the extent the re-tests and re-inspections result from re-work or re-testing due to Design-Builder's failure to meet County requirements under this Contract.

17. Deposits which are lost, except to the extent caused by Design-Builder's negligence or delay.
18. Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent the emergency was caused by Design-Builder's negligence.
19. Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by County.

ARTICLE 3 - COSTS NOT TO BE REIMBURSED

The following are excluded from the Cost of the Work:

1. Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in paragraphs 1 through 3 of Article 2.
2. Overhead and general expenses, except as provided for elsewhere in this definition, or which may be recoverable for changes to the Work.
3. The cost of Design-Builder's capital used in the performance of the Work.
4. Costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

ARTICLE 4 - DISCOUNTS, REBATES AND REFUNDS

- A. Cash discounts obtained on payments made by Design-Builder will accrue to County if (1) before making the payment, Design-Builder included them in an Application for Payment and received payment therefor from County, or (2) County has deposited funds with Design-Builder with which to make payments; otherwise, cash discounts will accrue to Design-Builder. Trade discounts, rebates, refunds, and amounts received from sales or surplus materials and equipment will accrue to County, and Design-Builder will make provisions so that they can be secured.
 1. Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any subcontractor default insurance, refunds or rebates from any Design-Builder controlled insurance programs applicable to the project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.
 2. "Cash" discounts which may accrue to Design-Builder will be limited to a maximum of one and one-half percent (1.5%) of invoice cost. Any portion of "Cash" discounts greater than one and one-half percent (1.5%) will automatically accrue to County if Design-Builder is eligible to take advantage of the discounts.
- B. Amounts that accrue to County in accordance with the provisions of Paragraph 4.A.1 will be credited to County as a deduction from the Cost of the Work.

ARTICLE 5 - CONTINGENCY FUND

Generally:

- A. The GMP may include a Design-Builder Contingency in the amount stated in the GMP Summary. Each line item of the GMP Summary for which risk remains for the Design-Builder after the Design and Preconstruction Phase will carry an agreed upon contingency that can be traced back to the initial cost model. Subject to the terms of the Contract Documents and with prior notification to and approval by County, Design-Builder may allocate from and apply against the Design-Builder Contingency increases in the Cost of the Work that could not have been reasonably anticipated by a Design-Builder using the standard of care and skill that a professional Design-Builder in Arizona would exercise under similar conditions at the time the GMP was established or for increases in General Condition Costs. County may disallow such Design-Builder Contingency use and deny reimbursement in the absence of prior notice or if County determines that the use

was not consistent with the Contract Documents.

- B. Design-Builder may not apply, use, or allocate from the Design-Builder Contingency any amounts for any of the foregoing purposes that are the result of a material breach or material failure to perform by Design-Builder, any Subcontractor, or vendor (except as necessary to replace any subcontractor, or vendor because of the bankruptcy or failure of such entity to perform), or any entity for which any of them are liable or responsible at law or under the Contract Documents, or for any non-allowable costs of the Work.
- C. Each application of the Design-Builder Contingency by Design-Builder will be reflected (with narrative explanation) on the Application for Progress Payment for the period during which Design-Builder makes such application. Application of Design-Builder Contingency to any particular risk event should not exceed the agreed associated amount of the Design-Builder Contingency previously assigned to the specific line item in the GMP. Any portion of the Design-Builder Contingency remaining unapplied at final completion will be a credit against and reduce the GMP. When Design-Builder utilizes Design-Builder's Contingency funds, Design-Builder will make the appropriate changes to the Schedule of Values with the next regular progress payment request. Design-Builder will deduct the amount of Design-Builder's Contingency funds used from Design-Builder's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If Design-Builder's Contingency funds are used for a new line item that was not included in the original Schedule of Values, Design-Builder will so indicate.
- D. The Design-Builder Contingency is not cumulative across multiple GMPs.
- E. County's Contingency is a sum of money in the Contract but not included in the GMP that may be used at the discretion of County to cover any increases in Project costs that result from County-directed changes, changed site conditions, or additional costs of Allowance Items that exceeds the Allowance. County's Contingency will be added to the GMP amount provided by Design-Builder, the sum of which will be the full Contract price for construction. Markups for the Construction Fee, taxes, and overhead will be applied by Design-Builder at the time that County's Contingency is used.
- F. County's Contingency and the Design-Builder Contingency will not be combined into a single project contingency.

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ATTACHMENT 1 TO APPENDIX B

GMP Summary Format

CONSTRUCTION	AMOUNT
CONSTRUCTION COSTS:	
Cost of Construction	\$
Design-Builder Contingency	\$
<i>Subtotal Direct Construction Costs</i>	\$
INDIRECT CONSTRUCTION COSTS:	
General Conditions	\$
Overhead	\$
Insurance	\$
Payment and Performance Bonds	\$
Subtotal Direct Construction Cost + Gen Cond, Overhead, Bonds, Insurance	\$
Construction Fee (As a percentage of Subtotal above or to exclude any items above)	
Subtotal Direct Construction Cost + Gen Cond, Overhead, Bonds, Insurance and Fee	
Arizona Gross Receipts Tax	\$
Subtotal Direct Construction Cost + Gen Cond, Overhead, Bonds, Insurance, Fee and Tax	\$
GUARANTEED MAXIMUM PRICE (GMP)	\$
OTHER PROJECT COSTS:	
County Contingency	\$
TOTAL CONTRACT COST	\$

END OF APPENDIX B – SUPPLEMENTAL PROVISIONS—CONSTRUCTION COSTING

APPENDIX C

DESIGN-BUILDER GENERAL CONDITIONS (48 pages)

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ARTICLE 1 – GENERAL ARTICLES

1.1 MUTUAL OBLIGATIONS

County and Design-Builder (Design-Builder) which includes the Design Professional (DP) commit, at all times, to cooperate fully with each other, and proceed on the basis of trust, confidence, and good faith to permit each party to realize the benefits expected and afforded under the Contract Documents, which benefits include the satisfactory and timely completion of the Project and performance of all obligations required by or inferable from the Contract Documents.

1.2 BASIC DEFINITIONS

- 1.2.1 “Actual Cost of the Work” means the aggregate amount of Design-Builder Direct Construction Costs and Indirect Construction Costs properly and actually chargeable to County when calculated under the provisions of **Appendix B of the Design-Builder Contract** throughout the Project up to the time of Final Completion.
- 1.2.2 “Allowances” means items established by County in the GMP as estimates for the cost of items of included in the Work. To the extent that the Actual Cost of the Work is lesser or greater than the corresponding estimate, the GMP will be reduced or increased by Change Order with such amount being added to or taken from County’s Contingency.
- 1.2.3 “Bidding Contingency”, or “Design-Builder Contingency” means that part of the Guaranteed Maximum Price (GMP) the Design-Builder may use during the Bidding or Construction Phase as provided in these General Conditions at 7.11, to cover any excess of the amount bid by a subcontractor over the amount for that Work in the GMP, or to cover legitimate unforeseen construction expenses once construction begins. Contingency may not be used to cover the cost of any Work on the Project after issuance of the Certificate of Final Completion.
- 1.2.4 “Design-Builder Authorization” means Chapter 6 of Title 34, Arizona Revised Statutes
- 1.2.5 “Design-Builder” means the Design Builder and all persons and entities identified as members of the Design-Builder team including the registered professionals responsible for the design, in the Design-Builder’s response to County’s request for fee proposal that led to the Contract with all Contract Amendments, and any substitutes permitted under the terms of the Contract, and these General Conditions. The Design-Builder leads the Preconstruction Phase as set forth in Preconstruction Phase Services Contract by, among other things, developing design and a cost model and refining it during design to ensure construction costs remain within County’s budget, doing value engineering and reviewing constructability, preparing schedules, and identifying the life-cycle implications of alternate designs, systems, and materials. **During construction, the Design-Builder assumes all risk for price and schedule under the Contract and its GMP, except as otherwise provided in the Contract.**
- 1.2.6 “Construction General Conditions” means the following types of costs during construction: Project Director costs directly attributable to time expended in execution of the project, whether on- or off- site; payroll costs for project manager or construction manager for work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; general support workers not included in direct labor costs (e.g. loading/unloading, clean-up, etc.); on-site administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; and fees for licenses. General Conditions specifically exclude, without limitation, the following: Home (off-site) Expenses, Profit & Overhead; Home Office Personnel such as Corporate Executive, Project Executive; Home Office Staff Transportation & Travel Costs; Home Office Accounting & Contract Forms; Legal Expenses; Project Staff Moving Expense; off-site Staff Training & Education; Pre-Mobilization Office Space; off-site Equipment & Supplies; Forms; Estimating & Value/Constructability Analysis; Warranty Coordination; Legal Expenses,

Contractor Yard not Dedicated to Project, Contractor Association Fees, Licenses & Memberships; Cost over GMP, Corrective Work, Bonuses, Cost of Living Allowance, marketing expenses, corporate sponsorships and entertainment, and Promotional or Celebratory Expenses the Design-Builder incurs while performing and completing the Project. The Parties acknowledge that some portion of the General Conditions represent upfront costs associated with mobilization and startup of construction. These amounts will be deducted from the total amount of General Conditions in the GMP and the balance will be divided by the number of days allowed for performance to arrive at a fixed daily rate for use in estimating the amount, if any, of the adjustment for General Conditions associated with changes in Contract Time or for the number of workdays in any particular month.

- 1.2.7 “Construction Documents” means the plans and specifications prepared by the DP under the Design-Builder for the Project, approved by County, and incorporated into the Contract by reference after such approval, to be used to construct the Project. All Contract Amendments, Change Orders, and other modifications to the Construction Documents must be approved by County prior to incorporation into the Contract.
- 1.2.8 “Construction Phase Fee” means profit and unallowable costs, and overhead in the case of vertical construction. The Construction Phase Fee will initially be calculated not to exceed seven percent (7%) of Direct Construction Cost only, and then will be fixed as a dollar amount as mutually negotiated and agreed to by the Parties. Overhead will be treated as described in 1.2.24.
- 1.2.9 “Contract Float” means the number of calendar days between Design-Builder’s anticipated date for early completion of all or any such part of the Work and the corresponding specified Contract Time and provided that the CPM schedule of the Work anticipates early completion of all or any part of the Work. It is owned jointly by County and Design-Builder.
- 1.2.10 “Contract Time” means the time allotted in the Contract Documents for completion of the Work.
- 1.2.11 “Cost of the Work” means those items of Work which are paid for by County to the Design-Builder consisting of those Direct Construction Costs and Indirect Construction Costs set forth as allowable in **Appendix B Construction Costing**.
- 1.2.12 “Day” means a calendar day unless otherwise denoted.
- 1.2.13 “Deliverables” - the Work product prepared by the Design-Builder within the definition of the Scope of Service in the Contract. Some of these deliverables provided by the Design-Builder during the Preconstruction Phase included the Design Submission Documents, the Cost Model, Project Schedule, Schedule of Values, Evaluations of Alternatives, Procurement Strategies, proposed SBE Utilization, Subcontractor and Supplier bid packages and Contracts.
- 1.2.14 Design Professional (“DP”) means an individual contracted through the Design-Builder who is (a) a qualified professional properly licensed in the State of Arizona to furnish applicable design services (and construction administration services, if so designated by County), and (b) responsible for the review of submittals, responding to Design-Builder Requests for Information (RFI), and Substantial Completion, if so designated.
- 1.2.15 “Design Submission Documents” means the drawings, specifications, structural calculations and any the documents required to communicate the construction requirements and are submitted at specific milestones in the design effort by the DP and other documents prepared by the Design- Builder that are submitted for County’s approval for each milestone in Project design. Because design milestones may vary from project to project, County will notify Design-Builder in writing of the milestones applicable to the project covered by this Contract. Such milestones will be as binding as if set forth herein.

- 1.2.16 Direct Construction Cost means the sum of all applicable Construction General Conditions costs, subcontractor costs, costs of self-performed Work (if approved in writing in advance by County), Allowances and Contingencies. Contingencies specifically include Bidding and Construction Contingency, Design Contingency, and Schedule Contingency, as applicable.
- 1.2.17 "Final Completion" means 100% completion of all Work described by or reasonably inferred from the Project Criteria and Contract Documents, including but not limited to all punch lists, Close-Out Documents, and County training/start up activities, if included.
- 1.2.18 "Guaranteed Maximum Price" (GMP) means the dollar amount that the Design-Builder guarantees to be the maximum amount due from County to the Design-Builder under the Contract for Construction Phase services. It is the sum of Design-Builder's Construction Phase Fee, the Cost of the Work, and Contingencies and Allowances established in accordance with the Contract. The GMP is subject to additions or deductions due to changes in the Scope of Service. All costs, which exceed the GMP and are not authorized by written Change Order, are to be paid by the Design- Builder and not County.
- 1.2.19 Governmental Agency means any unit of federal, state, or local government with regulatory authority over any aspect of the Work.
- 1.2.20 "Hazardous Material" means any waste, substance, object, or material deemed hazardous under federal, state, or local law, including "hazardous substance" as defined under CERCLA, "hazardous waste" as defined under RCRA, and "hazardous material" as defined under US DOT regulations (49 CFR 100-180).
- 1.2.21 Indirect Construction Cost means the sum of all applicable insurance costs, bond costs and applicable sales or use taxes, but excludes Construction Phase Fee.
- 1.2.22 "Legal Requirements" means all regulations, policies, procedures, and practices of County and all applicable rules, laws, codes, ordinances, and regulations of any federal, state, or local government or quasi-governmental entity having jurisdiction over the Work, the practices involved in the Work, or any Work performed.
- 1.2.23 "Open Book Cost" means the Actual Cost of the Work as compiled and recorded in accordance with the provisions of Subsection 2.1.14 of these General Conditions.
- 1.2.24 "Overhead" means those items specifically excluded from General Conditions in paragraph 1.2.6 except for Estimating and Value/Constructability Analysis and profit. If this Contract is for vertical construction, Overhead will be included in the Construction Fee. If this Contract is not for vertical construction, then Overhead will be separately stated in the GMP Summary. Job Overhead will be included in General Conditions.
- 1.2.25 "Partnering or Teaming" means a mutual effort by all parties involved in the Project, principally County, the DP contracted by the Design-Builder, to cooperate and coordinate efforts to achieve the final result intended by the Project criteria. All involved use their expertise for the benefit of all. Partnering requires flexibility and appreciation of the positions of other parties and willingness to make compromises for the benefit of all. County has the exclusive right to decide whether to use Partnering on the Project and will indicate its decision during the Preconstruction Phase.
- 1.2.26 "Design and Preconstruction Phase Fee" means all direct and indirect costs of Design-Builder in providing Design and Preconstruction Phase Services until completion of the Construction Documents and the award of all bid packages, plus associated overhead and profit. The Design and Preconstruction Phase Fee also includes the cost of the DP to develop the architectural program, design, document, attend meetings, etc. during the design phase of the project.
- 1.2.27 "Project Budget" means the funding available to County for the total cost of the Project, including the Design and Preconstruction Phase Fee, the GMP (including DP's Construction Phase Fee, Construction Services, and Contingencies), permit fees, and other costs necessary to achieve Final Completion of the Project.

- 1.2.28 "Project Criteria" means criteria developed by or for County to describe County's program, requirements and objectives for the Project, including use, space, price, time, site, utility, parking, and expandability requirements, as well as all submittal requirements and other requirements affecting Design-Builder's performance of its Work. The Project Criteria may include conceptual documents, design criteria, performance requirements, and other Project specific technical materials and requirements prepared by or for County.
- 1.2.29 "Project Manager" means County's Representative who is responsible to County for the Project completion within County established Schedule, Budget and Scope. In this document "Project Manager" is the same as "County"
- 1.2.30 "Punch List" means those minor items of Work identified and listed by County or DP and agreed to be completed by Design-Builder after Substantial Completion and prior to Final Completion, which do not prevent the Project from being fully used for the purpose for which it is intended.
- 1.2.31 "Savings" means the difference, if any, between the GMP and the Actual Cost of the Work and will be allocated as set forth in Article 7. Amount of savings is to be determined by County with such assistance as County requests of Design-Builder and is to be based on the GMP in effect on the date of Final Completion of the entire Work.
- 1.2.32 "Site" means the land and other areas on which the Project is located.
- 1.2.33 "Subcontractor" (of any tier) means any entity or person who performs a portion of the Work, on or off-site, directly on behalf of the Design-Builder, including any materials, workers and suppliers, and includes all employees, agents and authorized representatives of such entities or persons.
- 1.2.34 "Substantial Completion" means the date on which Design-Builder's Work, or an agreed upon portion of the Work, is sufficiently complete, as determined by the DP or County's issuance of a Certificate of Substantial Completion, so that County can fully occupy and utilize the Project, or a portion thereof, for the purposes for which it is intended. In order to achieve substantial completion, all Work must be complete, including all tests and inspections, except for items included on the approved punch list.
- 1.2.35 "Total Float" means the number of calendar days by which the Work or any part of the Work may be delayed without necessarily extending a pertinent Contract Time. Total Float is at least equal to Contract Float.
- 1.2.36 "Value Engineering Proposal" means a modification to the Work proposed by the Design-Builder after the Effective Date of the Contract for the purpose of reducing the total cost of construction while still delivering a quality and functional Project. Value Engineering is part of the broader goal of obtaining optimum value for each dollar County spends on the Project.
- 1.2.37 "Work" means comprised of all activities required in order to complete the Project as defined by the Project Criteria and Contract Documents, including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents, or from prevailing trade usage and custom

1.3 CONTRACT GENERAL CONDITIONS

The following are the mutual understanding and agreement of the Parties regarding the Contract general conditions or subjects addressed therein.

- 1.3.1 The Design-Builder shall design the Project.
- 1.3.2 The design for the Project may not be complete at a) the time the GMP is agreed to; b) the time of execution of the Contract; or c) both a and b.

- 1.3.3 Design-Builder will produce a completed design for the Project that is acceptable to County, as more fully described in the Contract Documents.
- 1.3.4 When the Design Documents are complete and requisite approvals obtained and County then accepts them, they become part of the Contract Documents without further action by the Parties as though they were specifically set forth therein at the time of execution of the Contract.

ARTICLE 2 – DESIGN-BUILDER’S SERVICES AND RESPONSIBILITIES

2.1 GENERAL SERVICES

- 2.1.1 Design-Builder’s Representative will attend all meetings and assist County during the Design and Preconstruction Phase in accordance with these General Conditions. During the Construction Phase, the Design-Builder’s Representative, and Superintendent as necessary, will be at the site at all times when Work is being performed, and will have the necessary expertise and experience required to properly supervise the Work. Design-Builder’s Representative will communicate regularly with County and be vested with the authority to act on behalf of Design-Builder as to all matters. The expectation is that meetings will be collaborative among County and the Design- Builder as described below.
 - 2.1.1.1 The Design-Builder and County will attend all regular meetings, including rolling design reviews, and such additional meetings that are called as provided below.
 - 2.1.1.2 During the Design and Preconstruction Phase Design-Builder will schedule all regular meetings with the agreement and approval of County. Unless otherwise agreed, meetings will be held weekly for the purpose of tracking design progress and consistency with County’s requirements. Design-Builder shall track and report on the design evolution log. At these meetings, Design-Builder is responsible for progressing the design, cost, and scope tracking; early identification of long-lead items; and making recommendations regarding constructability, construction sequencing, materials, and other factors that can have a material impact on cost or schedule. County will schedule all additional meetings.
 - 2.1.1.3 During the Design Phase, Design-Builder will take minutes at each meeting and distribute draft minutes within three business days after each meeting. County will promptly review the minutes of each meeting and deliver any comments to the Design-Builder. The Design- Builder will promptly issue final minutes of each meeting, which will be approved by Design- Builder and County.
 - 2.1.1.4 At the commencement of the Construction Phase, County and Design-Builder will meet to review cooperation, coordination, and if applicable, partnering during the construction phase and to establish procedures governing, among other matters, submittals and scheduling of site activities.
 - 2.1.1.5 During the Construction Phase there will be weekly progress meetings of the Design-Builder and County. The Design-Builder will schedule and conduct the progress meetings during the Construction Phase. The weekly progress meetings will include joint discussions about such matters as procedures, progress, scheduling, submittals, requests for information (RFI), any Work deficiencies, any other actual problems or potential problems, fixes to and limits on actual problems, and ways to avoid, limit, or fix potential problems. At each meeting, the Design-Builder will provide and discuss a CPM-based look ahead schedule of construction activities to be accomplished in the next three weeks. Presentation of the look-ahead does not substitute for the 24-hour advance notice required in section 2.6.10.8 prior to all special inspections. County, and Design-Builder will contribute their good faith efforts in such discussions to find ways (i) to complete the Project within the Contract Time(s) in accordance with the Construction Documents and the other Design-Builder Contract Documents and within the Guaranteed Maximum Price; (ii) to limit and fix actual problems; (iii) to anticipate and then

avoid, limit or fix potential problems; and(iv) to discuss and decide other matters brought up by County or Design-Builder. None of these discussions will affect or impair the respective rights, responsibilities and obligations of County and the Design-Builder.

- 2.1.1.6 During the Construction Phase, County or Design-Builder may request special on-site meetings as necessary to resolve issue and maintain the construction schedule and meet the requirement of the construction documents.
- 2.1.1.7 During the Construction Phase, the Design-Builder will take minutes at each meeting and distribute draft minutes within three business days after each meeting. The DP and County will promptly review the minutes of each meeting and deliver any comments to the Design- Builder. The Design-Builder will promptly issue final minutes of each meeting, which will be approved by Design-Builder, DP, and County.
- 2.1.1.8 Design-Builder, when requested by County, will attend, make presentations and participate as may be appropriate in public agency or community meetings related to the Project. Design-Builder will provide drawings and illustrations and Design-Builder will provide schedule diagrams, budget charts and other materials describing the Project when their use is required or appropriate in any such meetings.
- 2.1.2 During the Construction Phase, the Design-Builder will provide County, on a monthly basis, a written status report detailing the progress of the Work during that month. Design-Builder's monthly report shall state whether the Work is proceeding according to Schedule and include (1) an updated and current Critical Path Method (CPM) Schedule, (2) an updated and current Work cash flow projection for the duration of the Project, (3) copies of the construction Superintendent's daily site reports, (4) identification of any discrepancies, conflicts, or ambiguities existing in the Construction Documents that require resolution, (5) whether health and safety issues have arisen in connection with performance of the Work, and (6) whether other matters exist that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the GMP(s) on schedule and within the Contract Time(s). The Design-Builder's monthly report will also include a cost tracking report with the updated Cost Model, projected final cost, subcontract amounts and buy-out status, and status of contingency and allowance usage.
- 2.1.3 Within 30 days after executing the Contract, Design-Builder will prepare and submit to County:
 - 2.1.3.1 A Milestone Schedule for the Work including the activities in the Design Phase and the Construction Phase through bid and award. The Milestone Schedule must include three weeks of County review time for Design Submission Documents at each milestone and adequate time for Government Agency and for other regulatory-type reviews and for all other necessary approvals. The CPM Schedule will indicate the dates for the start and completion of the various stages of Work, including the dates when County information and approvals are required and all necessary shutdowns or suspensions of County or separate vendor activities on the site (if any). The Milestone Schedule must allow for such multiple bid packages and fast-tracked construction as may be required and include any contemplated completion date(s) earlier than those required by the Contract Documents.
 - 2.1.3.2 A Cost Model for construction of the project. The Cost Model must contain all of the costs that will be included in the GMP, including cost of the Work, general conditions, bonds, insurance, permits, taxes, including, without limitation, applicable sales taxes and transaction privilege tax, Design-Builder's construction fee, contingency, and any other costs in the Cost Model. As part of the Cost Model, the Design-Builder will also identify all areas of concern or risk and assign a separate and reasonable contingency to each of them. County will review these submissions and may request changes. Final contingency amounts will be as agreed by the Project Team. The statement of areas of concern/risks will be stratified by cost to enable the Project Team to focus in preconstruction on resolving or eliminating the costly uncertainties.

- 2.1.4 County and Design-Builder will have an initial meeting promptly after selection of the Design-Builder team to discuss issues affecting Project administration and to implement procedures to permit County and Design-Builder to perform their respective obligations under the Design-Builder Contract. Among other matters to be covered at this meeting will be procedures for efficient interaction during the Design and Preconstruction Phase so that each can perform its activities, functions, and obligations in an efficient, cooperative, coordinated, collaborative, and communicative manner. Among other subjects to be covered by the procedures will be:
- 2.1.4.1 Design-Builder will be responsible for (1) preparing Design Submission Documents, the Design-Builder's Construction Cost Estimates, as required during the development of Preliminary Design, Schematic Design, and Construction Documents; and (2) submitting each set of Design Submission Documents and the related Design-Builder Construction Cost Estimates to County for review and comment by County and for group discussion among the Design-Builder and County.
 - 2.1.4.2 Arrangements that encourage frequent informal interaction, cooperation, coordination, collaboration, and communication among County and Design-Builder during the Design and Preconstruction Phase, especially between submissions of Design Submission Documents and Construction Cost Estimates. These will include among other activities, the Design-Builder offering value engineering and constructability recommendations on the design of the Project and the Design-Builder using that information in its design work on the Project.
 - 2.1.4.3 A schedule for the activities of the Design-Builder and County during the Design and Preconstruction Phase.
- Formal partnering for the Design Phase, at the option of County. Partnering is a mutual effort to cooperate and coordinate efforts in order to benefit and achieve the final result of an active and functional facility. Partnering requires that all parties use their particular expertise for the mutual benefit of all, rather than for the benefit of the one. Partnering requires flexibility, the ability to appreciate the positions of the other parties and to make compromises for the benefit of all. Partnering will be implemented through a formal partnering process developed as described above and presented in a separate workshop attended by Design-Builder, County and their key participants. Follow up sessions will occur every three months or as mutually agreed to ensure that all commitments are updated and being followed by all parties. The cost of this partnering effort shall be shared by the Parties.
- 2.1.4.4 A responsibility matrix developed with the cooperation and collaboration of County, and Design-Builder.
- 2.1.5 No action, or attempted action, of cooperation, coordination, collaboration, or communication, and no failure to cooperate, coordinate, collaborate, or communicate, on any matter will affect or impair the respective rights and obligations of County and Design-Builder under the Design-Builder Contract. No failure by any one party to perform its obligations under this Section excuses any failure by another party to perform any obligation under other provisions of the Contract Documents, unless the obligation that the first party failed to perform is an essential predicate to performance by the second party. In such case, it is the second party's duty to make all reasonable efforts to perform its obligations.
- 2.1.6 The Design-Builder will interact and cooperate fully with County during the Design and Preconstruction and Construction Phases so as to keep the Work within County's budget and schedule limitations.

- 2.1.7 The Design-Builder agrees to furnish its best skill and judgment and to cooperate with County in furthering the interests of County. Design-Builder agrees to furnish efficient business administration and superintendence and to use its best efforts to timely complete the Work in an expeditious and economical manner consistent with the interests of County.
- 2.1.8 The Design-Builder and County, collectively the "Project Team", will cooperatively work together during all phases of the Work to achieve completion. The Design-Builder will provide leadership to the Project Team during the Design and Preconstruction Phase for all design, cost, schedule, or alternative systems issues, and all matters relating to construction. During the Design and Preconstruction phase the Design-Builder will provide to County a written evaluation of County's Project Program and Project Budget and Schedule, each in relationship to the other with recommendations on the appropriateness of each.
- 2.1.9 The Contract Documents do not give any third party any claim or right of action against County or Design-Builder which does not otherwise explicitly exist in the Contract Documents.
- 2.1.10 The Design-Builder's initial Work consists of its services in connection with the Design and Preconstruction Phase. The Design-Builder's Services in that phase include the DP's Services. Design-Builder will prepare an itemized systems type cost estimate at the completion of the Schematic Design Phase, and at other times as agreed upon by the Project Team, in a format otherwise mutually agreed upon prior to the cost estimate preparation. Design-Builder will prepare Construction Specifications Institute (CSI) Master Formatted cost estimates at each submittal phase after the completion of Schematic/Conceptual Design, to verify that the Project is staying within the applicable portions of County's identified budget. Design-Builder will keep all Deliverables required of it up to date during the Design and Preconstruction Phase so that the Project activities will continue uninterrupted while progressing into the Construction Phase.
- 2.1.11 The Design-Builder will provide a GMP during the Design and Preconstruction Phase as required in **Article 3.2 of the Contract**.
- 2.1.12 Subject to the other provisions of these General Conditions, execution of the Contract by the Design-Builder is an assurance that the Design-Builder has visited the site, has become familiar with the locale and any specific conditions under which the Work is to be performed, and has correlated Design-Builder's personal observations with the requirements of County's Project criteria.
- 2.1.13 The Parties' intent is that the Contract Documents include all items and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one is binding as if required by all. Work not covered in the Contract Documents but that the Design-Builder considers necessary for the proper completion of the Work will be required of Design-Builder unless it is inconsistent with the Contract Documents, or is not reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with their recognized meanings.
- 2.1.14 The organization of the Specifications into division, section, and article, and the arrangement of Drawings does not obligate or control the Design-Builder in dividing performance of the Work among subcontractors, or in establishing the extent of the Work to be performed by any one trade.
- 2.1.15 With respect to all Work performed by Design-Builder and its Subcontractors and Consultants, Design-Builder and its Subcontractors and Consultants will keep full and detailed accounts and exercise such cost controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and subject to review by County. During performance of the Work and for five years after Final Payment, the Design-Builder will retain and will also require all Subcontractors and Consultants to retain for review or audit, or both, by County all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices,

payrolls, and evidence of all communications, direct and indirect costs, and all other matters related to the Work. Upon request by County, Design-Builder will produce a legible copy or the original of any or all such records as are described above at any time during or after the Work. Upon request by County, the Design-Builder will submit to County copies of all payrolls, reports, estimates, records, Change Order costs and data, and any other data concerning Work performed or to be performed, materials supplied or to be supplied, including Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant's progress payment checks. The Design-Builder will include the requirements of this Section in all contracts between the Design-Builder and its Subcontractors and Consultants. County may exercise its rights under this Paragraph as often as reasonably necessary in County's sole judgment to assure County that it has a complete and accurate understanding of all Project costs.

2.2 DESIGN AND PRECONSTRUCTION SERVICES

The Design-Builder's primary responsibility during Design and Preconstruction is to apply its knowledge and experience to developing and keeping the design capable of being constructed within the budget and schedule. The Design-Builder must track costs on an ongoing basis and proactively advise County of lower cost or more effective means, methods, materials, design aspects, etc., or anytime when construction costs exceed, or threaten to exceed the budget, so the Project Team can take appropriate action.

- 2.2.1 The Design-Builder will develop a Construction Cost Model for the Project for County's review and approval. County will advise the Design-Builder in writing of the amount of County's Construction Budget. The Design-Builder will evaluate County's Construction Budget for cost realism and prepare construction cost estimates for the completion of the Work. Design-Builder's cost estimates must include all of the costs that will be included in the GMP, including labor, materials, general conditions, bonds, taxes, Design-Builder construction fee, Design-Builder's contingency, and all other GMP costs. Design-Builder with input from County will reconcile the differences between County's Construction Budget and the Design-Builder estimates, if any, to develop an agreed estimate for the cost of construction. If the agreed estimate exceeds County's Construction Budget, County, at its sole discretion, may (1) seek additional funding; (2) direct redesign or re-scoping of the Project to bring it within the available funding; or (3) any combination of 1 and 2; or (4) determine not to go forward with this Contract for all or part of the Project. Any adjustment to County's budget or scope must be in writing and approved by County.
- 2.2.2 Unless otherwise agreed to by County, County may retain or authorize Design-Builder to retain surveyors, engineers, or other consultants in connection with the following items, provided such information is specifically requested by County:
 - a. A survey of existing site conditions. A complete and accurate survey of the Project site and existing improvements including, but not limited to, grades and lines of streets, pavements, and adjoining properties, contours of the site, and full information as to sewer, water, gas, electrical service, telephone lines, or other utilities.
 - b. A report on subsurface investigations. Professional recommendations regarding local conditions accompanied by test borings, or test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion, and resistivity tests including necessary operations for determining subsoil, air and water conditions, and chemical, mechanical, laboratory, or other tests.
 - c. Design-Builder may recommend such additional geotechnical or investigative tests, such as potholing, as Design-Builder believes may be necessary to support construction on the site.
 - d. As-built information in possession of County concerning any existing improvements that will remain on the site and that will be incorporated into the Project, to which the Project will be attached, or with which the Project will be interconnected.

- e. Other tests recommended by Design-Builder and agreed to by County.

In addition to the above information, the Design-Builder is responsible for obtaining information concerning conditions of the site required by law or typically obtained within the DP's industry to assess conditions for similar projects and will advise County of any such information so obtained that may be significant to the Project.

County will deliver to Design-Builder a copy of all available surveys, reports, test results, and other information described in this Section 2.2.2. These items, any other information concerning the site delivered by County to Design-Builder, and all information Design-Builder is obligated to obtain on its own initiative are referred to as the "site Information". The Design-Builder will thoroughly acquaint themselves with all site Information.

By making each submission of any Design Submission Documents (including, without limitation, the Construction Documents) the Design-Builder represents and warrants to County that Design-Builder has examined and evaluated the site Information and has taken the site Information into account in preparing the Design Submission Documents.

The Design-Builder has the right to rely upon surveys, soil test reports, other test reports and other information provided by County, but only to the extent provided in said reports or information. The Design-Builder will carefully examine all surveys, soil test reports, other test reports and other information, whether obtained by the Design-Builder or County, and will promptly report to County any obvious or reasonably suspected errors, omissions, or inadequacies in such surveys, soil test reports, other test reports, and other information of which the Design-Builder becomes aware as a result of such examination or otherwise, and of any disagreement the Design-Builder may have with the conclusions of such surveys, soil test reports, other test reports, and other information. The Design-Builder's Consultants will make themselves available to the soils engineer and any other person retained by County to prepare any surveys, soils test reports, other test reports, or other information, for the purpose of reconciling such concerns.

- 2.2.3 The Design-Builder will submit to County all required Design Submission Documents to describe the Project's essential elements. The required Design Submission Documents required will include such drawings, specifications, and other documents as may be necessary to fully identify the Project scope and materials, together with the Design-Builder's Construction Cost Estimates. The Design-Builder will submit to County, detailed Construction Cost Estimates as part of each design submission. At the time of each scheduled submission, Design-Builder and County will meet and confer about the submission. During the meeting, the Design-Builder will identify, among other things, the evolution of the design and any significant changes or deviations from previously submitted Design Submission Documents and any changes in the Design-Builder's Construction Cost. Within three weeks following each design review meeting, County will approve or reject the Design Submission Documents, Design-Builder's Construction Cost Estimate. County may reject in full or in part any Design Submission Documents or Construction Cost Estimates (1) that do not conform to County's Project Criteria or overall Project concepts, (2) that exceed the Construction Budget, (3) are not within the Guaranteed Maximum Price, (4) are not consistent with the GMP Setting Drawings, Specifications, Assumptions, and Clarifications (unless the inconsistency was approved or requested by County), or (5) for any other reasonable cause consistent with the intent of the Design-Builder Contract Documents or the Design-Builder Contract Documents, as applicable. In the event of such rejection, the Design-Builder will bear the costs of redesign or of revising the construction costs estimates, unless the deficiencies upon which rejection is based are attributable to County-requested changes. All deviations from County's Project Criteria, the Construction Budget, the Guaranteed Maximum Price, or the GMP Setting Drawings, Specifications, Assumptions, and Clarifications must be approved in writing by County.

- 2.2.4 The Design-Builder will prepare a Project Management Plan (PMP), which will include:

- a. Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project,
- b. Required and recommended investigations to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities,
- c. Alternate strategies for fast-tracking and/or phasing the construction,
- d. Permitting strategy,
- e. Cost estimate and basis of the cost model,
- f. Defined scope basis,
- g. Organization chart, and
- h. Procurement plan

The purpose of the PMP is to identify, coordinate, and record the tasks and activities to be performed by all of the Project Team members. The Project Team will utilize the PMP as a basis for managing and monitoring all members' compliance with the requirements of the Project. Project Team members are responsible for their compliance with the PMP requirements. A member's failure to complete a task does not excuse a subsequent failure by another member unless the first member's task is a direct prerequisite to the latter's performance provide, however, the latter team member must make reasonable efforts to mitigate impacts of the failure. Resolution of compatibility issues between the different tracking programs that may be used is the responsibility of the Design- Builder.

- 2.2.5 The schedule for performance of the Construction Work will be a CPM schedule with reasonable detail, including a time-scaled network and computer printout in accordance with the following requirements:

The Design-Builder will use scheduling software acceptable to County to develop the Project Schedule. The Project Schedule will be presented in graphical and/or tabular reports as agreed upon by the Project Team. If Project phasing, as described below, is required, the Project Schedule will indicate milestone dates for the phases, once determined.

The Project Schedule will provide three weeks for County to review Design Submission Documents at each sub-phase of the Design Phase and provide adequate time for Government Agency reviews and all other necessary approvals and permits. The Project Schedule will indicate the dates for the start and completion of the various stages of the Project, including, among others, the dates when County information and approvals are required and all necessary shutdowns or suspensions of County or separate vendor activities on the site (if any). Design-Builder will update and reissue the Project Schedule throughout the Design Phase and the Construction Phase, as necessary and appropriate to reflect adjustments in the schedule. Updates will be subject to approval by County

The Project Schedule will be in Days (five days constitutes one week, otherwise directed by County) and indicate task duration (earliest start/latest completion) for all activities. Float times for all activities will be shown. The CPM diagram will be presented in a time scaled graphical format for the Project as a whole.

The Project Schedule must indicate all relationships between activities.

The activities making up the Project Schedule will be in sufficient detail to assure that adequate planning has been done for proper execution of the Work so that it provides an appropriate basis

for monitoring and evaluating progress of the Work.

The activities upon which the Project Schedule is based will coincide with the Schedule of Values.

The Project Schedule will show all submittals associated with each Work activity and the review time for each submittal.

The Project Schedule will show milestones, including milestones for all Project Team members.

The Project Schedule does not include anticipated rain delays. This will be addressed during the construction of the project.

Throughout the Design Phase, Design-Builder will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than monthly. The Design-Builder will add detail to previous version of the Project Schedule to keep it current throughout the Design Phase, so that the Project Schedule is ready for implementation at the start of the construction phase. The update/revisions will include:

- a. A narrative showing progress to-date vs. planned
- b. The fast-tracking of any of the construction, or other chosen construction delivery methods
- c. Illustrate the requisite number of separate bidding/permit packages for advertisement.
- d. The status of the procurement of long-lead time equipment and materials

As phased construction is deemed appropriate for this project, and County and Design-Builder approve, Design-Builder will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of shortening the Construction Time and/or reducing the Cost of the Work. The Design-Builder will take into consideration such factors as natural and practical lines of Work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, effect on traffic or public access, and any other factors pertinent to saving time and cost. Design-Builder will adjust the Project Schedule to allow for phased construction or for portions of the Construction Work to be accepted separately by County, if required by County.

2.3 DESIGN PHASE AND GMP

- 2.3.1 Design-Builder will continuously and actively track Project costs throughout the design phase, will proactively advise County, and will make recommendations relating to construction costs and concerns regarding the feasibility and practicality of any proposed means and methods, selected materials, equipment, building systems, and labor and material availability, and long-lead items. Design-Builder will further advise County regarding proposed site improvements, excavation, utility coordination, traffic control and public access, or other issues, as well as any concerns regarding the coordination of drawings and specifications. Design-Builder will advise County any time that a design revision results in the Design-Builder's estimate of the Cost of Construction exceeding County's construction budget.

2.3.2 Program Verification/Schematic Design

- a. The Design-Builder will review County's Project Criteria to ascertain the basic requirements for the Project.
- b. The Design-Builder will prepare an expanded Project Program for review by County and for County's approval, which expands and refines the Project Criteria. The Program shall

contain all space needs necessary for the operation of the facility including FFE. The description will include all site conditions affecting the Project, including utilities, drainage and flood control implications, and other requirements specified by County. County will promptly review the Program Document and approve, approve with comments or reject the document.

- c. The Design-Builder will develop a Schematic Design Submission for review by County. The submission shall include at a minimum site plan, floor plan, ceiling plan, roof plan, building elevations and sections and the preliminary calculations to understand utility requirements, metal building requirements, equipment selections, geotechnical requirements and other information necessary to develop the estimated cost of construction.
- d. The Design-Builder will develop and submit to County and DP a conceptual Construction Cost Estimate.
- e. Depending upon the stage of the Project at the inception of this Contract, County, in its sole discretion, may decide to forgo performance of the activities under this Paragraph 2.3.2 in whole or in part without liability to Design-Builder.

2.3.4 Construction Documents

The Design-Builder will review the Schematic Design with County, solicit and receive comments and recommendations from County, confirm County's understanding of the subject matter, determine any additional, modified or alternative requirements, and obtain County's approval.

Based on the Schematic Design documents and any amendments thereto approved by County to the Project or the amount of County's Construction Budget, the Design-Builder will prepare 50% and 90% Construction Documents for review with County and the Design-Builder and for County's approval. The CDs will consist of drawings and other documents to delineate and define the general design of the entire Project.

The Design-Builder for each submittal shall submit a Construction Cost Estimate for review and approval by County. The Design-Builder with County shall reconcile the estimate with County's construction budget and modify the design to meet the budget.

2.3.5 Final Construction Documents

Based upon the approved 90% Construction Documents and any further amendments thereto of any kind approved by County, the Design-Builder will prepare detailed Final Construction Documents setting forth the requirements for construction of the entire Project, including complete Drawings, Specifications, calculations and reports and any other information required for the building and other construction permits. If the GMP(s) is agreed to approved prior to the final CDs then a cost evaluation shall be provided. The Design-Builder must be aware of, and conform to, the **order of precedence provisions in Section 2.6.12.3**. The Construction Documents are subject to review and approval by County.

If the GMP has been agreed by County and Design-Builder before completion of the Construction Documents, the Construction Documents will be subject to review by Design-Builder for conformance with the GMP Drawings, Specifications, Assumptions, and Clarifications as provided in **Sections 3.2 to 3.5**.

All drawings and specifications included in the Construction Documents must bear the dated signature and seal of the Design-Builder's DP. The Design-Builder's is fully responsible for all designs it provides for the Project.

County will submit the Design-Builder's documents for the Building Construction Permit thru

Pima County Development Services Department and the Arizona State Fire Marshal. The Design-Builder will be responsible for all other permits including those of a temporary nature required for the construction and related to the means and methods of the Design-Builder's construction plan. County will cooperate with the Design-Builder in preparing applications for necessary approvals, sign applications, and pay applicable fees. The Design-Builder will also assure that the Project meets all applicable statutory requirements for public works of the nature of the Project.

2.3.6 Design-Builder's Construction Cost Estimates

Each Design-Builder Construction Cost Estimate will include without duplication:

- a. All labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Construction Work. All fixed equipment, site improvements, utility and utility relocations, and equipment installations will also be included.
- b. General Conditions;
- c. The Construction Phase Fee;
- d. All bond and insurance premiums;
- e. All applicable taxes, including, without limitation, applicable sales taxes and transaction privilege tax; and
- f. Contingency as applicable.

The Design-Builder Construction Cost Estimates will include the costs of the Construction Work and will not include the Design-Builder's Design Phase Services Fee, Preconstruction Fee, costs of land, rights of way, financing, or other costs which are the responsibility of County. Design-Builder's allowable labor rates within rates or part of Construction General Conditions are restricted to direct labor costs, *i.e.*, actual salaries/wages plus associated costs required by statute or regulation (social security, Medicare employee's match, unemployment, etc.) and employee benefits (vacations, health insurance, etc.). Non-Project specific training costs, bonuses, cost of living allowances, education, and training are not allowable labor costs and are not reimbursable. Promotional or celebratory expenses the Design-Builder incurs while performing and completing the Project are not reimbursable as part of Construction General Conditions and must be paid out of the Design-Builder Construction Phase fee.

The Design-Builder will base each of their Construction Cost Estimates on the latest Design Submissions Documents. The Design-Builder will discuss the materials, equipment, component systems, and types of construction contemplated by the Design-Builder to the extent such items are not in the latest Design Submission Documents.

The Design-Builder, prior to and in preparing its estimates of Construction Costs and providing the GMP, will consult with the DP to determine to the extent possible what materials, equipment, component systems, and types of construction are to be included in the Construction Documents and to make recommendations for reasonable adjustments in the Scope of Service, and to include in the Construction Documents such alternate items as County approves in writing.

The Design-Builder will take the lead in developing a cost model, preparing an estimate of Construction Cost as soon as major Project requirements have been identified, and updating the cost model and estimate for each submittal of the Design Submission Documents specified in 1.2.14 of the General Conditions. For all Bid Packages for Construction, the Design-Builder will

prepare a quantity take-off cost estimate based on CSI formats within two weeks of receipt of applicable documents from the DP. All estimates of Construction Cost must make allowance for bidding and price escalation. During the Preconstruction Phase, the Design-Builder will continually monitor the cost estimates and develop a cost estimate to help assure that the Cost of the Work remains within the applicable portion of the Project Budget or GMP, as applicable. No Construction Services or

Work to be performed under the Contract will commence until a GMP is established by the Design-Builder, submitted and accepted by County, and incorporated into this Contract by Contract Amendment.

All Design-Builder cost estimates will be based on quantitative takeoffs whenever possible, and will be completed in sufficient depth and organization to be used in preparing budgets based on sub-trades, combinations of sub-trades, building systems (if any), and Bid Packages. Lump sum estimates are not acceptable.

All Design-Builder Construction Cost Estimates will use a consistent method of allocating costs of the Construction Work, will follow the standard construction format, and will otherwise be in a form agreed to by County.

After County and Design-Builder agree on a GMP and in any event during the Construction Documents sub-phase of the Design Phase, Design-Builder will continually monitor costs and develop cost estimates to help ensure that the cost of the Construction Work remains within both County's Construction Budget and the GMP.

In the event the reconciled Cost Estimates are not within County's Construction Budget or GMP, the Design-Builder will:

- a. Notify County if it appears that the Design-Builder's Construction Cost Estimate will exceed County's Construction Budget or the GMP.
- b. Satisfactorily demonstrate the accuracy of its estimate in such detail as County may reasonably require.
- c. Make reasonable recommendations for corrective action to bring the estimates back within County's Construction Budget or the GMP, if the estimates exceed County's Construction Budget.

The overall design objective is to develop a design that can be constructed for an amount within County's Construction Budget. If, in connection with any submission of Design Submission Documents and Cost Estimates, the Cost Estimates exceed County's Construction Budget, then the costs of redesign and of revising the cost estimates will be allocated as follows:

- a. If the excess costs of the Design Submission Documents are attributable to County - directed design choices, unanticipated significant materials cost increases or other unforeseen market dislocations, or other causes beyond the control of Design-Builder, then the costs of revision will be the responsibility of County.
- b. If the excess costs are attributable to unapproved deviations from County's Final Schematic Design Report or County determines design choices unreasonable or negligent, then the costs of revision will be the responsibility of Design-Builder.
- c. If the excess costs are attributable to the application of unsubstantiated deviations from the cost model by Design-Builder, then the costs of revising the costs estimates will be the responsibility of Design-Builder.
- d. If the excess costs are attributable to any combination of the causes identified above, then the

costs of design and or cost estimate revision will be allocated to each party in the percentage by which their cause contributed to the excess.

- e. In the event the excess costs are attributable to an unanticipated cause not identified above, then the costs of revision will be the responsibility of County.
- f. If the Parties are unable to agree on causation or the allocation of costs, then County will make a determination with respect thereto and provide a copy of the determination in writing to each of the other parties. County's determination will be final and conclusive unless, within seven calendar days from delivery of County's determination, the party or parties objecting to County's determination notifies each of the other parties in writing that they are initiating the Dispute Resolution procedure of the Contract. The notice will include a brief statement of the basis for the initiating party's objection to County's determination.

2.3.7 Budgeting and Guaranteed Maximum Price

- 2.3.7.1 The Design-Builder will provide its Design and Preconstruction Services for the Design and Preconstruction Phase Fee identified in the Contract. That fee will be earned based upon the amount of Design and Preconstruction Phase Work completed. That fee will be billed and payable monthly as a percentage of completion of Design and Preconstruction Services. The Construction Phase services of Design-Builder will be provided based upon an Open Book Cost of the Work, plus the separate Construction Phase Fee for Design-Builder identified in the Contract.
- 2.3.7.2 As provided for in the Contract and when the design has sufficiently progressed, County will require the Design-Builder to propose a GMP for the construction that is to be based on the Cost of the Work. The GMP will be prepared in accordance with these Sections 2.3.7.2 and
- 2.3.7.3 and **Appendix B Construction Costing.**
- 2.3.7.4 County may accept the GMP submitted by Design-Builder, request that Design-Builder submit another GMP, or reject the GMP and terminate all contracts and agreements with the Design- Builder. In the event of such a termination, the Design-Builder will receive payment for services it has provided to date. In this situation, there will be no amounts paid for any termination cost, lost profits, lost opportunity or any other reason.
- 2.3.7.5 Once accepted by County, the GMP may be revised only by an approved Change Order or Contract Amendment.
- 2.3.7.6 In the event the Design-Builder elects, in its sole discretion, to maintain a construction contingency within the GMP, the criteria for the development of that contingency must be acceptable to County.

Thereafter, the Design-Builder must inform and receive approval from County of any intended usage of the contingency, with supporting itemized schedule and pricing documentation, to maintain complete records and confirm its appropriate use for the Project.

2.3.8 Intentionally Omitted

2.3.9 Other Preconstruction Services

- 2.3.9.1 The Design-Builder will review the Drawings and Specifications as they are being prepared, recommending alternative materials, alternatives, methods, means, constructability, and/or sequencing whenever design details affect construction feasibility, schedules, or cost.
- 2.3.9.2 The Design-Builder will make recommendations to County regarding the division of

work in the Drawings and Specifications to facilitate the bidding and awarding of subcontracts, allowing for phased construction, if applicable, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, provisions for temporary facilities, and similar factors.

- 2.3.9.3 The Design-Builder will provide a written Constructability Review of all Drawings and Specifications, in a form acceptable to County. The Constructability Review will (a) minimize areas of conflict, errors, omissions, and overlapping of the Work to be performed by the various subcontractors; (b) confirm that the full Scope of Service has been included in the drawings; (c) endeavor to minimize cost and to Value Engineer where appropriate; and (d) allow for phased and/or fast-track bid packages and construction, as required. An acceptable and effective Constructability Review is a goal for the Design-Builder and County.
- 2.3.9.4 The Design-Builder will schedule and attend all regular meetings with County and the Design-Builder shall attend all meetings as part of the Design-Builder team. County will schedule all additional meetings.
- 2.3.9.5 The Design-Builder will investigate and recommend materials and equipment that County could purchase directly; consider long lead time procurement and mass purchasing power in making such recommendations; recommend a schedule for such purchases after coordination with the Design-Builder regarding the timetable for preparation of Construction Documents; and expedite and coordinate delivery of these purchases to facilitate their delivery by the required dates.
- 2.3.9.6 If County determines that Building Information Modeling (BIM) objectives will benefit the Project and it is or will be to the advantage of County or the Project to select certain subcontracting trades to participate in the design process during the Design and Preconstruction Phase, as well as provide Construction Services during the Construction Phase, then the following procedures will apply:
 - a. Design-Builder will prequalify Subcontractors from the trades needed in the Preconstruction Phase.
 - b. Upon acceptance of County, a Request for Proposal (RFP) will be requested from pre-qualified Subcontractors. The RFP will request additional qualification information in addition to pricing information, such as labor rates and overhead and profit factors.
 - c. The Statement of Qualifications (SOQ) from the Subcontractors will be reviewed by a committee consisting of Design-Builder, County, and DP team members. The qualification and pricing information will be scored by a pre-determined weighted scoring system.
 - d. The committee will develop a list of firms and determine if interviews are required and conduct the interviews.
 - e. The Subcontractors will be ranked, and the highest ranked Subcontractor will be selected to provide the services.
 - f. All Subcontractor selections will be in accordance with A.R.S. 34-603(C)(2)(e)(i) and DP's Subcontractor Selection Plan.

For Subcontractors selected in this manner, the Design-Builder must establish to County's satisfaction that the Subcontractor's price submission is reasonable and appropriate by following the procedures outlined for the Design-Builder in Article 2.3.9.11 and 2.3.9.12.

- 2.3.9.7 The Design-Builder will: assist County in the preparation of the necessary and appropriate bidding information, bidding forms, and pre-qualification criteria for bidders; develop subcontractor interest; establish bidding schedules; advertise for bids; and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques and with any special systems, materials, or methods. The Design-Builder will review all potential subcontractors with County and obtain County's approval of the pre-qualification of any subcontractor. If the Design-Builder becomes aware prior to any bid date that fewer than three pre-qualified subcontractors plan to bid any portion of any Bid Package or that anticipated bids from previously approved or pre-qualified subcontractors are likely to exceed the current Schedule of Values or estimate of Construction Cost, the Design-Builder will promptly notify County.
- 2.3.9.8 The Design-Builder's post-bid selection of any subcontractor must be based on qualifications alone, or on a combination of qualifications and price selection, but will not be based on price alone. The Design-Builder will receive and open bids when advertised, prepare a bid analysis, conduct pre-award conferences, and notify County concerning which bids from pre-qualified subcontractors will be accepted and awarded. The Design-Builder will notify County of the time and place of all bid openings and will permit County to attend such openings with their representatives and guests. Design-Builder will justify in writing any proposal to accept other than a low lump sum bid with sufficient detail to satisfy County, and the proposal will be subject to prior written approval by County, with no increase in the GMP. Once approved by County, Design-Builder may not replace any subcontractor without County's prior approval and any change in cost to Design-Builder will not be a responsibility of County and there will be no increase in GMP or contract price by reason of such change of subcontractor. Within 10 days after award, Design-Builder will furnish one fully executed subcontract for work or services on this Project to County together with all special or supplementary conditions applicable to the subcontract work.
- 2.3.9.9 The Design-Builder will provide County with requirements and assignment of responsibilities for safety precautions and programs as required for the execution of the Work, temporary Project facilities and for equipment, materials and services for common use of subcontractors and verify that all such information is included in the Construction Documents.
- 2.3.9.10 If the Design-Builder indicates it desires to self-perform any portion of the Construction Work, the following procedures will be followed: The Design-Builder must submit its qualifications to do the listed portion(s) of the Construction Work to County and if County is satisfied with Design-Builder's qualifications as to that portion of the Construction Work, County will designate the Design-Builder as a pre-qualified Subcontractor for that portion of the Construction Work. A bid package for each portion of the Construction Work as to which Design-Builder is a pre-qualified Subcontractor will be prepared in the same manner and content as bid packages for Subcontractors in other trades. Design-Builder will submit a proposed price for each of these portions of the Construction Work. This proposed price will include labor rates, and certify that sub-sub trades and materials will be bid with a minimum of three pre-qualified bidders.
- 2.3.9.11 In order to evaluate the Design-Builder's Price Submission on self-performed Work, County may do any or all of the following: (i) engage an estimator selected by County to prepare an independent estimate of this portion of the Construction Work; (ii) engage the DP, or other consultants to do a construction market study to confirm construction market impacts to the cost of this portion of the Construction Work; or (iii) take other action to evaluate the Design-Builder's Price Submission. In any event, Design-Builder is responsible to establish to County's satisfaction that the Design-Builder's Price Submission is reasonable and appropriate. If County is satisfied that the Design-

Builder Price Submission is reasonable and appropriate, County will advise the Design-Builder that the Design-Builder is selected as Subcontractor for the respective portion

of the Construction Work.

- 2.3.9.12 If at the conclusion of the review of the Design-Builder proposed price for self-performed work, County is not satisfied that the Design-Builder's Price Submission is reasonable and appropriate, County will so advise the Design-Builder and the Design-Builder will conduct a normal Subcontractor bid competition for selection of the Subcontractor to perform this portion of the Construction Work, in accordance with the procedures in Section 2.3.9.7, except that, notwithstanding any other provision of the Design-Builder Design Phase Services Contract Documents to the contrary, (i) the Design-Builder's Price Submission will be the Design-Builder's bid for that portion of the Construction Work in the Subcontractor bidding process; (ii) the Design-Builder must obtain bids for that portion of the Construction Work from a minimum of two other pre-qualified Subcontractors; (iii) the Subcontractor bids for that portion of the Construction Work must be delivered to County rather than the Design-Builder; and (iv) County will decide which Subcontractor bid to accept, in accordance with Article 2.3.9.8.

2.4 LEGAL REQUIREMENTS.

Design-Builder will perform all Work in accordance with all applicable Legal Requirements as described in Article 1.2.22 and otherwise will provide all notices applicable to the Work. It is the responsibility of the Design-Builder during the Design and Preconstruction Phase to assist County to ascertain that the Construction Documents under preparation are in compliance with all applicable laws, statutes, ordinances, building codes, rules, and regulations.

2.5 GOVERNMENTAL APPROVALS AND PERMITS

Unless otherwise provided in the contract documents County will obtain and pay for the building permit, Fire Marshal permit, utility permit applications and costs. The Design-Builder will assist in provided the necessary documents to obtain the permits and will assist in any coordination, corrections, etc. to obtain the permits. The Design-Builder will provide and pay or all temporary construction permits required for the construction means and methods such as dust control permits, NESHAP, etc. and include in the GMP.

2.6 DESIGN-BUILDER'S CONSTRUCTION PHASE SERVICES

- 2.6.1 Unless otherwise provided in the Contract Documents to be the responsibility of County or a separate Contractor(s), Design-Builder's construction phase services will include: team management and coordination, scheduling, cost controls and Change Order management, submittal process management, subcontracting, field management, safety program, closeout process, and warranty period services. This responsibility includes providing, through itself or its Subcontractors, all necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities needed to complete construction of all Work consistent with the Construction Documents.
- 2.6.2 Design-Builder will perform all construction Work, services, and activities efficiently and with the requisite expertise, skill, quality, and competence necessary to satisfy the requirements of the Contract Documents. Design-Builder will at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.
- 2.6.3 Design-Builder will only employ Subcontractors (of any tier) who are properly licensed and fully able and committed to performing the Work in compliance with the Construction Documents and with the same degree of skill, quality and competence as Design-Builder.

- 2.6.4 Design-Builder is fully responsible for the work of its Subcontractors and any of their acts and omissions in connection with the performance of their work. Nothing in the Contract Documents creates any legal or contractual relationship between County and a Subcontractor (of any tier). In addition, nothing in the Contract Documents creates any third-party beneficiary rights.
- 2.6.5 Design-Builder is responsible for coordinating the activities and Work of all Subcontractors. If County is performing other work with separate Contractors under County's control, Design-Builder agrees to cooperate and coordinate its Work with the work of County's separate Contractors so that the Project can be completed in an orderly, efficient, and coordinated manner reasonably free of significant disruption to any party.
- 2.6.5.1 County reserves the right to award other contracts related to the Project, or to perform certain portions of the Work itself. Any such other work may or may not be known to County or disclosed to the Design-Builder prior to execution of the Contract. The Design-Builder will afford County and such other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and will properly coordinate its work with theirs in such manner as County may direct. The Design- Builder will also assure at its own cost reasonable access of other contractors to their site and their work.
- 2.6.5.2 The Design-Builder with the DP as part of their team will provide Drawings, Specifications, Schedules or other needed data relating to such other contracts or work as may be necessary to meet Design-Builder's duty to coordinate. The Design-Builder will thoroughly examine these documents and within three work days of completing such examination will notify County in writing of any conflicts with the Work to be performed by the Design- Builder. In no event will such notice be given by Design-Builder so late as to interfere with or delay the Work to be performed by the Design-Builder. Failure of the Design-Builder to request, review, or provide written notice as provided above constitutes a waiver of any objections or claims the Design-Builder may otherwise have as a result of the necessity to coordinate the Design-Builder Work with other activities.
- 2.6.5.3 Should the Design-Builder sustain any damage through any act or omission of any other contractor or subcontractor, Design-Builder has no claim or cause of action against County for such damage and hereby waives any such claim. The Design-Builder does not waive any claim or cause of action against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor or subcontractor. The phrase "act or omission" as used in this section includes, but is not limited to, any delay on the part of any such other contractor or subcontractor, whether due to negligence, gross negligence, inadvertence, or any other cause.
- 2.6.5.4 Should the Design-Builder cause damage to the work or property of any other contractor or subcontractor of County, the Design-Builder will upon receiving due notice of damage promptly attempt to settle with such other contractor by contract, repair, or otherwise to resolve the dispute. If any such separate contractor sues or initiates a proceeding against County on account of any damage alleged to have been caused by the Design-Builder or its subcontractors, County will notify the Design-Builder who will at its own cost indemnify and defend County in such proceedings, or pay the costs of County defending such proceedings, and if any judgment or award against County arises therefrom, the Design- Builder will pay or satisfy it and will reimburse County for all attorney's fees and court or other costs which County has incurred in connection with the matter.
- 2.6.6 Design-Builder will keep the site free from debris, trash, and construction waste to permit Design-Builder to perform its construction services efficiently, safely, and so as not to interfere with the use of any adjacent land areas, including the reasonable aesthetic appearance of the jobsite and all storage and staging areas. Design-Builder is also responsible for and will take precautions and measures to fully secure, safeguard, and protect the Work during the

Construction Phase. Unless previously released of responsibility by County, Design-Builder's responsibility to secure, safeguard, and protect continues until final completion and acceptance.

- 2.6.7 Prior to Substantial Completion of the Work, or a portion of the Work, Design-Builder will remove all debris, materials, waste, equipment, machinery, and tools from the Work so as to permit County to safely occupy the Work or a portion of the Work for the use for which it is intended.

2.6.8 CONTROL OF THE WORK

2.6.8.1 The Design-Builder will supervise and direct the work of its employees and Subcontractors and coordinate the work with the activities and responsibilities of County so as to complete the Work in accordance with County's objectives of cost, time, and quality as set forth in the Contract Documents.

2.6.8.2 The Design-Builder will establish an on-site organization with lines of authority in order to carry out the overall plans for completion of the Work.

2.6.8.3 The Design-Builder will schedule, notice, conduct, and take and distribute minutes of weekly progress meetings at which County, and Design-Builder can discuss jointly such matters as procedures, progress, and problems.

2.6.9 DAILY LOG

2.6.9.1 The Design-Builder will maintain a daily log of construction activities for each calendar day of the Contract Time. In that log, the Design-Builder will document all activities at the Work site, including, but not limited to:

- a. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job site, and any other weather conditions which adversely affect work at the site;
- b. Soil conditions which adversely affect work at the site;
- c. The hours of operation by Design-Builder and individual Subcontractor personnel;
- d. The number of Design-Builder and Subcontractor personnel present and working at the site, by subcontract and trade, and updated schedule activity number;
- e. The equipment active or idle at the site;
- f. A description of the work being performed at the site by updated schedule activity number;
- g. Any delays, disruptions or unusual or special occurrences at the site;
- h. Materials received at job site; and
- i. A list of all visitors at the site.
- j. Any other relevant information as to activities on the site that day.

2.6.9.2 The Design-Builder will provide copies of the daily logs to County on a weekly basis. The daily log does not constitute written notice to County of any event or occurrence when such notice is required by the Contract Documents.

2.6.9.3 Any changes affecting previously approved work requires prior written approval of County.

2.6.10 SUPERVISION AND CONSTRUCTION PROCEDURES

- 2.6.10.1 The Design-Builder will supervise and direct the Work using the Design-Builder's best skill and attention. The Design-Builder is solely responsible for the coordination and accomplishment of all portions of the Work under the Contract Documents.
- 2.6.10.2 Design-Builder is responsible to County for the acts and omissions of Design-Builder's employees, Subcontractors of all tiers, their agents and employees, and any other persons performing any of the Work or furnishing materials under a contract with the Design-Builder.
- 2.6.10.3 The Design-Builder will not be relieved from its obligation to perform the Work in accordance with the Contract Documents either by the activities or duties of the Design-Builder in its administration of this Contract, or by inspections, tests, or approvals required or performed by persons other than the Design-Builder. Nothing contained in this paragraph precludes the Design-Builder from asserting any rights it may have under this Contract in the event of unreasonable delays to the Design-Builder in the conduct of any inspections, test, approvals, or other actions by the DP upon which Design-Builder's schedule depends.
- 2.6.10.4 The Design-Builder will employ a competent County-approved Superintendent and necessary assistants, who will be in attendance at the Project site during the progress of the Work. The Design-Builder will also employ a County-approved additional staff, such as project engineer, as may be reasonably required and appropriate to the stage of construction work. Once designated, the Superintendent and other staff of Design-Builder will not be changed except with the prior consent of County, unless the Superintendent or Representative proves to be unsatisfactory to the Design-Builder or ceases to be in its employ. The Superintendent and on-site staff will represent the Design-Builder and all communications given to the Representative are binding on the Design-Builder. All such communications will be confirmed in writing by Design-Builder.
- 2.6.10.5 The Design-Builder will at all times enforce strict discipline and good order among its employees and its Subcontractors' employees, and will not allow employment on the Work of any unfit person or anyone not skilled in and capable of performing the task assigned to them.
- 2.6.10.6 The Design-Builder will at all times allow County, or any other designated representatives access to the construction work to observe progress and inspect the quality of work and conformance to the Construction Documents.
- 2.6.10.7 Any Work required to be inspected by County prior to being covered, which is covered up without prior inspection or without prior consent of County, must be uncovered by the Design-Builder, if requested by County, and then re-covered at no cost to County, notwithstanding the provisions of the following subsection. Design-Builder will notify County in writing at least 48 hours prior to the time at which County must be present to perform an inspection. Failure to provide such notice makes the Design-Builder solely responsible for all consequences of non-inspection and any required access to or uncovering of such Work.

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2.6.11 ADMINISTRATION

- 2.6.11.1 Except as may be expressly provided to the contrary in the Contract Documents, the Design-Builder's Representative will forward all communications in writing and all documents simultaneously to County's Representative as listed below:

Design-Builder's	County's
Representative:	Representative:
Julie Stewart	Paul Pena

2.6.12 DRAWINGS AND SPECIFICATIONS

- 2.6.12.1 The DP is an agent of the Design-Builder under this contract. The DP shall be responsible for providing the design documents with the competency and care as a technical registrant in the State of Arizona. Any DP members not under the jurisdiction of the State of Arizona shall meet the standards of any professional organization related to the field within their scope of services. The Design-Builder will study and compare the Construction Documents prior to beginning Work on each phase or portion of the Work and immediately report any material error, inconsistency, conflict, ambiguity, or omission that is discovered to the DP and County.
- 2.6.12.2 The Construction Drawings are intended to show general arrangements, design, and extent of Work and are not intended to serve as Shop Drawings. Where required, the Design-Builder will perform no portion of the Work without having Shop Drawings, Product Data, or Samples approved; any Work performed in violation of this provision will be solely at the Design-Builder's risk regardless of County's knowledge of such Work being performed.
- 2.6.12.3 In the event of any conflict or ambiguity, the Construction Documents will be interpreted as being complementary, requiring delivery by Design-Builder of a complete Project, or designated portion thereof. Any requirement occurring in any one of the Construction Documents is as binding as though occurring in all Construction Documents. In the event of any conflict or ambiguity, perceived or real, the Design-Builder will provide an interpretation before performing the Work. Generally, the Specifications address quality, types of materials, and contractual conditions while the Drawings show placement, sizes, and fabrication details of materials. In the event a conflict is discovered in the Construction Documents, the priorities stated below govern and control:
- a. Addenda govern over all other Construction Documents;
 - b. Subsequent addenda govern over prior addenda, but only to the extent modified;
 - c. In case of conflict between Drawings and Specifications, the Specifications govern;
 - d. Conflicts within the Drawings:
 - (1) Schedules, when identified as such, govern over all other portions of the Drawings.
 - (2) Specific notes govern over all other notes and all other portions of the Drawings, except the schedules described in 2.6.12.3(d)(1) above.
 - (3) Larger scale drawings govern over smaller scale drawings.

(4) Figured or numerical dimensions govern over dimensions obtained by scaling.

- e. Conflicts within the Specifications: These General Conditions govern over all sections of the Specifications except for specific modifications thereto that may be stated in Special Conditions or addenda. No other section of the Specifications modifies these General Conditions; and
 - f. In the event provisions of codes, safety orders, Construction Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality governs.
- 2.6.12.4 In the event of conflict between County's Technical Standards and the Drawings and Specifications, Design-Builder will promptly call the conflict to the attention of County and will defer the use of such Drawing until resolution of the conflict to County's satisfaction.
- 2.6.12.5 If the Construction Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail will be an implied requirement of the Construction Documents in accordance with such standard. A "minor detail" includes (a) the concept of substantially identical components, where the price of each such component is small even through the aggregate cost or importance is substantial, and includes a single component which is incidental, even though its cost or importance may be substantial; and (b) the quality and quantity of the parts or materials so supplied will conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts or materials otherwise set forth in the Construction Documents.

2.6.13 SUBMITTALS, DRAWINGS AND SHOP DRAWINGS

- 2.6.13.1 The Design-Builder will maintain at the site, for the use of County , one copy of all Drawings, Specifications, bulletins, addenda, Change Orders, field orders, approved Shop Drawings, approved Submittals, supplementary instructions, requests for information, catalog data, manufacturers' operating and maintenance instructions, certificates, warranties, guarantees, and other contract-related documents and their modifications, if any, in good order and marked daily by the Design-Builder to record all approved changes made during construction. The Design-Builder at the time of Substantial Completion will turn these over to County for use by County.
- 2.6.13.2 The Design-Builder will submit, with such promptness as to cause no delay in its work or in the work of any other Contractor, all Submittals and Shop Drawings as are required by the Construction Documents, or are necessary to illustrate details of the Work.
- 2.6.13.3 Each Submittal and Shop Drawing must be accompanied by a Design-Builder transmittal letter containing a list of the titles and numbers of the Shop Drawings. Each series must be numbered consecutively for ready reference. Each Submittal and Shop Drawing will be marked with the following information:
- a. Date of Submission
 - b. Name of Project
 - c. Location of Project
 - d. Branch of Work (Specification Section)

- e. Project Number
- f. Name of Submitting Design-Builder
- g. Name of Subcontractors
- h. Revision Number

County will identify Submittals that must be submitted to County for its review. During Construction Phase Design-Builder will promptly provide County with an electronic copy of all approved submittals.

- 2.6.13.4 The Design-Builder will review all Subcontractor Submittals and Shop Drawings prior to being submitted to the DP and each must bear a written statement by the Design-Builder that the Submittals and shop drawings are consistent with the Construction Documents and other Contract Documents or, if not totally consistent, they must bear a written statement indicating all variances from the Construction Documents and other applicable Documents. Any submittals or shop drawings submitted without the statements will be returned for resubmission; the submittals or shop drawings will be considered as not having been submitted; and any delay caused thereby is the Design-Builder's sole responsibility. This review by Design-Builder of Subcontractor submittals and shop drawings is not Design-Builder approval of the design therein except that it is a representation that the letter accompanying the submittal or shop drawings does indicate all variations from the Construction Documents and other Contract Documents as required by Section 2.6.13.5.
- 2.6.13.5 The Design-Builder will include with Submittals and Shop Drawings, a letter indicating all variances from the Drawings and Specifications. Failure to so notify the DP of such variances will be grounds for subsequent rejection of the related Work or materials. If, in the opinion of the DP, the variances are not acceptable, the Design-Builder must furnish the item as specified or as indicated on the Construction Drawings.
- 2.6.13.6 The Design-Builder must check all of its Submittals and Shop Drawings and be fully responsible for them and for coordination with connecting Work. Submittals and Shop Drawings must indicate in detail all parts of an item of Work, including erection and setting instructions and engagements with work of other trades or other separate Contractors.
- 2.6.13.7 By the act of reviewing or submitting to County Submittals or Shop Drawings, the Design-Builder represents to County that it has determined and verified availability, field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that it has checked and coordinated each Submittal and/or Shop Drawing with the requirements of the Work and of the Construction Documents. If any specified material item or part is not available, the Design-Builder must so indicate to County.
- 2.6.13.8 The DP will review and approve Submittals and Shop Drawings and return them to the Design-Builder within 20 calendar days of receipt unless otherwise previously agreed in writing. For scheduling purposes, the Design-Builder must assume a 20-day review period for each Submittal or set of Shop Drawings, and 10 calendar days for resubmittals, except for complex submittals identified by the DP as having significant deficiencies, in which event the resubmittal turnaround time will be within 20 calendar days. If review and approval are delayed beyond 20 calendar days, the DP will notify the Design-Builder and County in writing stating the reason for the delay. Reviews of submittals and shop drawings by the DP are the responsibility of the Design-Builder under this Design-Build Contract and any delays associated with

the DP's review are not the responsibility of County. Approval does not relieve the Design-Builder from the responsibility for variances from the drawings and specifications, unless it has been called to the DP's attention, in writing, at the time of submission. Any modification will be approved only if it is in the interest of County to affect an improvement in the Work and does not increase the GMP or Contract Time. Any such modification is subject generally to all other provisions of the Construction Documents, and is without prejudice to any and all rights under any surety bond.

2.6.13.9 If the DP returns a Submittal or Shop Drawing to the Design-Builder with the notation "rejected", "revise and resubmit", or "approved as noted", the Design-Builder, so as not to delay the Work, will promptly resubmit a Submittal or Shop Drawing conforming to the requirements of the Construction Documents and indicating in writing on the Submittal or Shop Drawing and on the transmittal what portions of the resubmittal have been altered in order to meet with the approval of the DP. Design-Builder will also indicate any other differences between the resubmittal and the prior submittal on the Shop Drawing and on the resubmittal as a special note.

2.6.13.10 No extension of Contract Time will be granted to the Design-Builder because of its failure to submit Submittals or Shop Drawings in ample time to allow for review, possible resubmittals, and approval. Fabrication of Work will not commence until the Design-Builder has received written approval. The Design-Builder will furnish prints of its approved Submittals and Shop Drawings to all the Subcontractors whose work is in any way related to those Submittals or Drawings. Only prints bearing this approval will be allowed on the Site.

2.6.13.11 The DP will solicit and receive County's review/comments on all submittals/shop drawings within the designated time for the review prior to completing their review and returning to the Design-Builder.

2.6.14 PRODUCT SAMPLES, TESTS, AND CERTIFICATES

2.6.14.1 The Design-Builder will furnish Product Samples of all items requested or required by the Specifications. Product Samples must be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other Contractor and to allow time for consideration by County. The DP or County will review Product Samples in accordance with Sections 2.6.13.2 – 2.6.13.11 above.

2.5.14.2 Each Product Sample must be accompanied by a letter of transmittal containing the following information:

- a) Date of Submission
- b) Name of Project
- c) Location of Project
- d) Branch of Work (Specification Section Number)
- e) Project Number
- f) Name of Submitting Design-Builder
- g) Name of Subcontractor

2.6.14.3 The Design-Builder will furnish the DP a certificate stating that material or equipment submitted by Design-Builder complies with Contract Documents. If a certificate originates with the manufacturer, the Design-Builder will endorse it and submit it to the DP together with a statement of compliance in its own name.

- 2.6.14.4 No tests, inspections or approvals performed or given by County P or others acting for County or any agency of Federal, State, or Local government nor any acts or omissions by County in administering this Contract relieve the Design-Builder from its duty to perform the Work in accordance with the Contract Documents and all applicable law or regulation or code.
- 2.6.14.5 Unless the DP is authorized at the time of submittal to return samples at the Design-Builder's expense, rejected samples will be destroyed.
- 2.6.14.6 After delivery of materials by Design-Builder, the DP may make such tests, as it deems necessary, with samples required for such tests being furnished by and at the cost of the Design-Builder. Any test is for the benefit of County and does not relieve Design-Builder of the responsibility for providing quality control measures to assure that the Work strictly complies with the Construction Documents. No test implies acceptance of materials, Work, workmanship, equipment, accessories or any other item or thing.
- 2.6.14.7 Materials, workmanship, equipment or accessories may be rejected by County on the basis of the test results even though general approval has been previously given. If items have been incorporated in the Work, the DP has the right to cause their removal and replacement by items meeting Construction Document requirements, with the cost therefor being borne by the Design-Builder and not County, or to demand and secure appropriate reparation to or price adjustment for the benefit of County from the Design-Builder.

2.6.15 AS-BUILT DRAWINGS

- 2.6.15.1 The Design-Builder shall maintain a set of as-builts on-site that show the changes that have occurred including changes to the following dimensions, product changes, clarifications, RFIs, ASIs, work that is concealed in walls, slabs or ceilings, underground utilities, etc. The as-builts shall be reviewed at a minimum of once a month by the DP.
- 2.6.15.2 Prior to Final Payment, the Design-Builder will complete and turn over to the DP the digital file of the Red Line Drawings kept current at the Project site by Design-Builder. Red Line Drawings will consist of a set of digital drawings that clearly indicate all field changes that were made during contract performance to adapt to field conditions, changes resulting from Change Orders and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility must be accurately located on the Red Line Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The Red Line Drawings must be clean and all changes, corrections, and dimensions will be given in a neat and legible manner in a contrasting color. The DP will use the Design-Builder Red Line Drawings to finalize the As Built Drawings (Record Drawings) which, in turn, will be turned over to County at the end of construction.
- 2.6.15.3 With respect to any changes or corrections in the Work which are made subsequent to Substantial Completion, such revisions must be submitted to the DP for approval prior to Final Payment.
- 2.6.15.4 The DP shall review the Red Line Drawings prior to the acceptance and approval to County by Design-Builder of the monthly payment application to ensure the As-Built Drawings are updated and represent the construction progress of the Project. If the As-Built Drawings do not reflect the current progress the payment application shall not be approved by the DP and County until that are brought up to a satisfactory level.

2.6.16 SCHEDULE AND COORDINATION

- 2.6.16.1 The Design-Builder will schedule and coordinate the Work of all of its Subcontractors on the Project including their use of the site. The Design-Builder will keep the Subcontractors informed of the Project CPM Schedule to enable the Subcontractors to plan and perform their Work properly.
- 2.6.16.2 At the time of the submission of the GMP, the Design-Builder will submit to County a detailed CPM Schedule for the Work, which will provide for the expeditious and practicable execution of the Work. The CPM Schedule will be consistent with and build upon any previous schedules issued during the Design and Preconstruction Phase. The CPM Schedule is not to exceed time limits under the GMP/Contract Documents and must be related to the entire Work to the extent required by the Contract Documents.
- 2.6.16.3 The CPM Schedule required for the performance of the Work will include reasonable detail including a time scaled network and computer printout in accordance with the following requirements:
- a. no activity may be longer than 14 calendar days (i.e. task line item duration in the CPM Schedule) in length except fabrication and delivery activities;
 - b. each activity must be logically tied to another activity to show its interdependency with other activities;
 - c. installation activities must be logically tied to submittal/approval, fabrication and delivery;
 - d. only a single critical path is allowed; and
 - e. all activities on the schedule must be clearly designated.
- 2.6.16.4 The GMP will prepare and keep current, for the DP and County, a submittal schedule which is coordinated with the Design-Builder's CPM Schedule for the Work and allows the DP and County the specified time to review submittals. The schedule must allow for the review periods and take into account lead times for products and materials.
- 2.6.16.5 The Design-Builder will revise the CPM Schedule monthly to reflect actual conditions in the field and transmit it monthly to County with a copy and a Narrative Report including a description of current and anticipated problem areas, delaying factors and their impact and corrective action taken or proposed. This update is to be submitted to County by Design-Builder with each Application for Progress Payment. County's review of the CPM Schedule update does not relieve Design-Builder of its complete and exclusive control over the means, methods, sequences, and techniques of construction. The monthly updated CPM Schedule will be the basis for the analysis and granting or rejection of time extensions by County in accordance with Article 9 of these General Conditions.
- 2.6.16.6 In addition to the monthly CPM Schedule update, the Design-Builder will also revise its schedule at appropriate intervals as required by the conditions of the Work or as directed by County with an electronic copy of the revision submitted to County in a format acceptable to County.
- 2.6.16.7 The Design-Builder will perform the Work at all times during the Construction Phase within the identified times of the most recent County-approved schedule and consistent with the established Contract Time.

- 2.6.16.8 If the Design-Builder submits an original or updated CPM schedule which shows the Project and/or individual Milestone(s) for the Project completing earlier than required by the adjusted contractual completion date(s), the differences between the forecasted early completion and the required completion will be considered Project-owned float available for use by both County and the Design-Builder.
- 2.6.16.9 Since float time within the CPM Schedule is jointly owned, County will grant no time extensions and will pay no delay damages until a critical path activity delay occurs which extends the Work beyond the adjusted contractual completion date. Since float time within the CPM Schedule is jointly owned, County-caused delays on the Project may be offset by County-caused time savings which result in a critical path activity savings of time to the Design-Builder. In that event, the Design-Builder is not entitled to receive a time extension or delay damages until all County-caused time savings are exhausted and the applicable contractual completion date or milestone date is also exceeded. The Design-Builder is not entitled to a time extension due to failure by the DP to respond to clarifications in the construction documents, delays in submittal reviews or any other delay attributed to the DP's delay in providing information as part of the Design-Builder Team to keep the construction schedule.
- 2.6.16.10 No time extensions will be granted or delay damages paid unless (1) the delay is clearly demonstrated by the updated CPM Schedule and the current and supporting narrative as of the month the change was issued or occurred, or the delay took place, and (2) the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other reasonable or industry recognized means of mitigating schedule slippage.

2.7 DESIGN-BUILDER'S RESPONSIBILITY FOR PROJECT SAFETY

- 2.7.1 Design-Builder recognizes the importance of performing its Work in the safest manner possible so as to prevent damage, injury or loss to (a) all individuals at or in the vicinity of the Work, whether working or visiting the Project; (b) all Work, including materials and equipment incorporated or stored on or off-site; and (c) all property adjacent to the site. On that basis Design-Builder assumes sole responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work and will submit a Safety Plan in complete form to County at the time of issuance of the Notice to Proceed with the Work. Design-Builder will, prior to commencing construction, designate a safety manager with the necessary qualifications and experience to supervise the implementation of the plan and the monitoring of all safety precautions and programs related to the Work. The safety manager will make routine daily inspections of the Work site, and will hold at least weekly safety meetings with Design-Builder's personnel and Subcontractors.
- 2.7.2 Design-Builder and its Subcontractors will comply with all legal requirements relating to safety, as well as any County specific safety requirements set forth in the Contract Documents. Design-Builder will immediately report, in writing, to County's Representative and all government or quasi- government authorities having jurisdiction over matters involving the Work, any injury, loss, damage, or accident occurring at the site of the Work.
- 2.7.3 Design-Builder's responsibility for safety under this Section 2.7 is not intended to relieve Design-Builder's Subcontractors (of any tier) from applicable obligations and responsibilities for complying with all legal requirements, including those related to health and safety matters, and their taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages, or accidents resulting from their performance of the Work.

2.8 WARRANTY

- 2.8.1 Design-Builder warrants to County that the construction, including all materials and equipment furnished as part of the Work, will be new, unless otherwise specified in the Contract Documents; of good quality, in conformance with the Contract Documents; and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the Work by persons other than Design-Builder, Design-Builder's subcontractors, or others under Design-Builder's control. Nothing in this warranty by Design-Builder limits any manufacturer's warranty which provides County with greater warranty rights than set forth in this Section 2.8 or the Contract Documents.
- 2.8.2 Design-Builder will provide County with all manufacturers' warranties and Operation and Maintenance Manuals upon the date of Substantial Completion of the Work. Design-Builder will provide County a two-year warranty for all portions of the Work, which warranty commences upon Substantial Completion and acceptance by County of the final phase of the Project. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited or superseded by this provision.
- 2.8.3 The Warranties identified herein do not limit or control other remedies available to County at law or their limitation periods, if any.

2.9 CORRECTION OF DEFECTIVE WORK

- 2.9.1 If any portion of the Work is covered over by Design-Builder or its subcontractor contrary to the request of County, or as required by the Construction Documents, or the applicable building standards or codes if requested in writing by County, that Work or portion thereof must be promptly uncovered for observation at the Design-Builder's own expense.
- 2.9.2 If any portion of the Work, other than those portions required to be inspected by County, or others, prior to being covered, has been covered over, County may request that it be uncovered for observation. If such portion of the Work is found to be in accordance with the requirements of the Construction Documents, the cost of uncovering it will be charged to County as a Change Order. If such portion of the Work is found not to be in compliance with the requirements of the Contract Documents, the Design-Builder shall bear such costs to uncover, to remove and replace, or to repair. Unless a specific written waiver of such non-conformance has been provided to the Design-Builder, Design-Builder will promptly correct any Work that is found not to be in conformance with the Contract Documents, whether previously inspected by County's representatives or not. This obligation of Design-Builder continues for a period of two years from the date of Substantial Completion. Nothing in this Section waives any other rights or remedies that County may have under applicable law.
- 2.9.3 Design-Builder, upon receipt of written notice from County that the Work is not in conformance with the Contract Documents, will, within ten days (except in the case of an emergency or an item on the schedule critical path, which will require immediate response) commence correction of such nonconforming Work, including the correction, removal, or replacement of the nonconforming Work and any damage caused to any other parts of the Work affected by the nonconforming Work. In the event Design-Builder fails to commence the necessary corrective steps within ten days of the Notice, County, in addition to any other remedies provided under the Contract Documents, may at the end of the seven-day period commence to correct or cause the correction of such nonconforming Work with its own or other forces. Design-Builder is responsible for all costs and expenses that County incurs in remedying any such Work not in conformance with the Contract Documents, including at County's sole discretion, any of its own staff time costs. County will notify Design-Builder of its intent to make such corrections at or before the commencement of the corrective work.
- 2.9.4 The two-year warranty period referenced in Section 2.8.1 applies only to the Design-Builder's obligation to correct Work not in compliance with the Construction Documents, and does not constitute a period of limitations with respect to any other rights or remedies County may have

with respect to Design-Builder's other obligations under the Contract Documents. Design-Builder acknowledges that, for purposes of statutes of limitations, County is a body politic and corporate of the State of Arizona acting in its governmental capacity for the general good.

ARTICLE 3 – DESIGN-BUILDER'S DESIGN SERVICES AND RESPONSIBILITIES

In addition to the Design-Builder Design Responsibilities outlined in Article 2,

- 3.1 The Design-Builder Design Professional will be the initial interpreter of the intent and requirements of the Construction Documents. The DP will render written initial interpretations with reasonable promptness following a written request from County or the Design-Builder. These initial interpretations will be consistent with the intent of the Contract Documents.
- 3.2 The DP will timely review and approve or take other appropriate action upon the Design-Builder's submittals, such as Shop Drawings, Product Data and Samples, for conformance with the Construction Documents. The DP will take such action with reasonable promptness as specified so as to cause no delay. The DP's approval of a specific item or component does not indicate approval of an assembly of which the item is a component.
- 3.3 Following consultation with County, the DP will take appropriate action on issuance of Change Orders and may authorize minor changes in the Work as defined in Section 10.3.
- 3.4 The DP and County each have authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing but may take such action only after consultation with the other. However, neither the authority to act given to the DP and County under this subparagraph nor any decision made by them in good faith either to exercise or not exercise such authority gives rise to any duty or responsibility by them to the Design-Builder, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 3.5 Based on its observations of the Work and evaluation of applications for payment, County or County's designee will have the responsibility to approve the amounts owing the Design-Builder from time to time under and in accordance with Article 7 of these General Conditions and applicable law.

ARTICLE 4 COUNTY'S SERVICES AND RESPONSIBILITIES

In addition to its responsibilities outlined in Article 2,

- 4.1 County will, throughout the performance of the Contract, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.
- 4.2 County's Representative is responsible for processing and delivery of County-supplied information and approvals or rejections in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. County's Representative will also provide Design-Builder with reasonably prompt notice if and when it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including errors, omissions, or defects in the Design-Builder's performance of its Work. Failure of County or its representatives to notify the Design-Builder hereunder will not alter the duties and obligations of Design-Builder under the Contract Documents.
- 4.3 County will provide reviews and approvals or rejections of the Design-Builder's cost estimate portion of the Design Submission within three weeks of receipt of those documents. County will review documents submitted by the Design-Builder and render any decisions pertaining thereto without unreasonable delay.
- 4.4 County is responsible for all Work performed at the Project by parties under County's control other than Design-Builder. County will contractually require such parties to cooperate with and coordinate their activities with Design-Builder so as not to unreasonably interfere with Design-Builder's ability to complete the Work in a timely manner, consistent with the Contract Documents.

- 4.5 County will interact and cooperate with the Design-Builder to keep the Work within the portions of the Project Budget or GMP, as may be applicable, including but not limited to giving appropriate and reasonable consideration to all reasonable recommendations of the Design-Builder, approving redesign, deductive alternatives or reductions in the Work, consideration of any requested additional Value Engineering, making modifications to the Contract Documents, or exercising such other rights or remedies as may be available elsewhere under this Contract including termination for convenience. If at any time, it is apparent that the cost of the Work cannot be kept within the Project Budget or GMP, County may terminate this Contract in accordance with the termination for convenience provisions set forth below.
- 4.6 The DP acting through the Design-Builder, will furnish County a sufficient quantity of documents and information required for the Design-Builder's performance of its Design and Preconstruction Services.

ARTICLE 5 – HAZARDOUS MATERIALS AND UNFORESEEN PROJECT SITE CONDITIONS

5.1 HAZARDOUS MATERIALS

- 5.1.1 Design-Builder is solely responsible for properly removing and disposing of any Hazardous Materials in the Project identified as such in the Contract Documents by County. Design-Builder, upon encountering any Hazardous Materials not identified in the Contract Documents, will stop work immediately in the affected area and notify County and, if required by applicable rules, all governmental or quasi-governmental entities with jurisdiction over the Project. County has responsibility to take the necessary measures required to properly remove and dispose of Hazardous Materials not identified in the Contract Documents as being the responsibility of the Design-Builder.
- 5.1.2 Design-Builder will be entitled, in accordance with the provisions of these General Conditions, to an adjustment in the GMP or Contract Time(s) of performance, or both, to the extent that the Design-Builder's costs or time of performance have been adversely and materially impacted by the presence of unforeseen or undisclosed Hazardous Materials.
- 5.1.3 County is not responsible for Hazardous Materials introduced to the site by Design-Builder, Design-Builder's Subcontractors (at any tier), or anyone else for whom the Design-Builder is responsible unless the Contract Documents explicitly call for either the provision or removal of the specific Hazardous Materials.
- 5.1.4 Design-Builder will indemnify, defend, and hold harmless County and others under County's control, and the officers, directors, employees and agents of each of them, from and against all claims, losses, liabilities, costs and expenses, including but not limited to attorney's fees and expenses, arising out of or resulting from Design-Builder's importation, improper handling, storage, abatement, removal, remediation, or disposal of any Hazardous Materials.
- 5.1.5 Upon any release of any Hazardous Material in connection with the Work, whether relating to a pre-existing condition or to acts or omissions of Design-Builder, Design-Builder will take immediate action reasonably necessary to contain the release and if the Hazardous Material release is not a Design-Builder release, County will pay Design-Builder the reasonable costs incurred by Design-Builder in taking such containment action. County may elect to have Design-Builder control and carry out any removal and remediation activity needed, provided that if the release is not a Design-Builder release, County will be responsible to pay Design-Builder for such Design-Builder removal and remediation activities in accordance with the Change Order provision set forth in Section 10.4 of these General Conditions, including allowance of additional Contract Time.

5.2 UNFORESEEN PROJECT SITE CONDITIONS

- 5.2.1 If Design-Builder encounters, during the performance of the Work, concealed or latent physical conditions or subsurface conditions at the Project which (a) materially differ from the conditions indicated in the Contract Documents; or (b) are of an unusual nature which differ materially from the conditions ordinarily encountered and generally recognized as inherent in the sort of work

provided for in the Contract Documents, Design-Builder will immediately provide written notice to County apprising County of the unforeseen conditions encountered. Design-Builder will not disturb or modify such conditions without County's prior written consent. County will promptly investigate Design-Builder's notice of an unforeseen site condition and advise Design-Builder of its findings and determination.

- 5.2.2 If County determines that the conditions encountered by Design-Builder under Section 5.2.1 are an unforeseen Project site condition, Design-Builder will be entitled, in accordance with the provisions of these General Conditions, to an adjustment in its GMP or Contract Time(s) of performance, or both, to the extent that Design-Builder's cost or time of performance have been adversely impacted by the unforeseen conditions. Adjustments to GMP will be for the actual direct cost impact incurred by Design-Builder to address and resolve the unforeseen conditions.
- 5.2.3 County will not consider or allow any claim by the Design-Builder for an increase in the GMP or in Contract Time(s) without compliance with the advance notice requirement set forth above, submission of verifiable documentation of specific direct cost impact, and an adequate opportunity for County to investigate. Extensions of Contract Time(s) will be considered and allowed only when based upon submission of an updated CPM Schedule and supporting narrative showing an actual unavoidable delay to the Project Critical Path due to the unforeseen Project Site Conditions.
- 5.2.4 In no event will the Contract Time or GMP be adjusted for conditions that Design-Builder could or should have identified through past work or its investigations or survey of existing conditions prior to submission and establishment of the GMP and the GMP Schedule.
- 5.2.5 If County determines Design-Builder has no entitlement to an adjustment in GMP or Contract Time for what Design-Builder contends is an unforeseen Project Site Condition, Design-Builder may only proceed in pursuit of its position or claim in accordance with the Dispute Resolution provisions of the Contract.

5.3 ARCHEOLOGICAL CONDITIONS:

If in the course of performing the Work, the Design-Builder, any subcontractor, or other persons or entities under the control of Design-Builder, encounter any Native American burial site or other archeological artifacts, Design-Builder will immediately notify County and suspend any Work or activity in the vicinity of the burial site or artifact. County will determine with reasonable promptness what action, if any, needs to be taken and advise Design-Builder how to proceed or adjust the Work. Any claim for adjustment in Contract Time or GMP will be handled under 5.2.2 above.

ARTICLE 6 – RESERVED

ARTICLE 7 – PAYMENT

7.1 GUARANTEED MAXIMUM PRICE; SAVINGS.

- 7.1.1 County will pay the Design-Builder for the Design-Builder's performance and the Design-Builder accepts the Design and Preconstruction Phase Fee in full payment for Preconstruction services, and the Actual Cost of Work (as defined in Appendix B hereto) plus the Construction Phase Fee for construction services, provided, however, that the amount paid to Design-Builder will not exceed the GMP as originally fixed or as adjusted from time to time as provided in these General Conditions.
- 7.1.2 Savings will be calculated and paid upon Final Completion of the Work. One hundred percent of all savings will be allocated to County. Savings returned to County will not include return of Construction Phase Fee for the amount of the savings but will include an appropriate percentage of bonds and insurance premiums and taxes attributable to the savings amount. One hundred percent of allocations to GMP for allowance and contingency items that remain unused upon Final Completion will be returned to County.

7.2 SCHEDULE OF VALUES.

- 7.2.1 Before issuance of the Notice to proceed and commencement of the Work in the Construction Phase, the Design-Builder will submit to County, and County and the Design-Builder shall agree upon, a complete Schedule of Values on the items constituting the GMP following the sample outline in **Appendix B**, setting forth the various portions of the Work, and the portions of the GMP allocated to each portion of the Work. This Schedule of Values will also be the basis for payment as the Work progresses. Those portions of the Schedule of Values allocable to Work to be performed by Subcontractors of the Design-Builder will be finalized as and when the Subcontracts are executed. All estimated construction costs not specifically allocated to a Subcontract (including Work self-performed) or to Construction General Conditions will be allocated to "Bidding Contingency" and will, upon approval of County, be available for later use by the Design-Builder as Construction Contingency, for reallocation to other line items as provided for in these General Conditions.

7.3 APPLICATIONS FOR PROGRESS PAYMENTS.

- 7.3.1 Design-Builder will deliver to County (or such other person as is designated by County) on the last day of each month a sworn application for progress payment in the format specified by County. Each such application for payment will be based on the Schedule of Values and be in an amount determined by the percentage of completion of the Work in the month being billed. It will show the percentage of completion of each category of the Work performed in the billing period. The payment application must be accompanied (as separate documents) by (a) an updated CPM Schedule and narrative schedule update report as provided for herein; and (b) conditional lien waivers from each subcontractor or supplier entitled to progress payment thereunder. In addition, the Design-Builder will provide the following documentation upon specific request by County: (a) a written accounting in a form agreed by Design-Builder and County of the actual cost of the Work completed; (b) a report by Design-Builder on Subcontractor buy-out status, contract sums, and subcontractor pay applications; (c) a copy of job cost ledger; (d) a copy of timecards for all employees charged to the Project; and (e) a copy each of Construction General Conditions invoices and purchase orders for the time periods periodically requested by County.
- 7.3.2 The Design-Builder Construction Phase Fee and the Construction General Conditions will be paid monthly by County, in accordance with the percentage of completion of the Work. The amount approved by County, and paid for progress achieved in the month billed for is not final acceptance of the Work and is subject to final adjustment at the time of Final Acceptance and Final Payment. At no time may the cumulative value of past progress payments plus the current requested progress payment on any pay application exceed the GMP as it may be adjusted under these General Conditions.
- 7.3.3 County, within seven days after receipt of Design-Builder's application for progress payment, and no later, will either issue (a) a certificate of approval for payment of such amount as is invoiced in the payment application; or (b) specific written findings setting forth those items in detail in the estimate of the Work in the pay application that are not approved for payment under the Contract. All items in the payment application are considered approved that are not made the subject of the written detailed finding of non-approval.
- 7.3.4 County may withhold an amount from the progress payment to be made for the time period billed for a sufficient sum to pay the expenses that County reasonably expects to incur in correcting the deficiencies set forth in the written finding issued by County as to the items not approved for payment.

7.4 PAYMENT AND RETAINAGE.

- 7.4.1 The DP shall review the payment application with County prior to approving to verify that the work completed is consistent with the percentage identified in the payment application, stored materials documentation is provided to County, and retention amounts are accurate. Within 14 days following the receipt of the DP certificate of approval for payment and the written detailed findings of items not approved, if any, County will pay the amount due on the progress payment application to the Design-Builder. Payment will be limited to 90% of the value approved of the Construction Work in place and for materials suitably stored in accordance with Section 7.6.1, below, of these General Conditions during the month being billed. County will retain the remaining 10% until the Contract is 50% complete, at which time County may, in its sole discretion, reduce the retainage to 5%; provided that: (a) the Design-Builder is making satisfactory progress on the Contract; and (b) in County's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, County will pay the Design-Builder 95% of the value of the Construction Work and materials on approved progress billings, unless and until County determines, in its sole discretion that satisfactory progress is not being made, at which time County may reinstate 10% retainage. Such 10% reinstatement is equal to 10% of the total Contract value of Construction Work in place and materials stored. County's determinations concerning the satisfactory progress of the Work for retainage adjustment purposes is final.
- 7.4.2 Within 60 days after the issuance of the Certificate of Final Completion by the DP and receipt by County of all other documents required from Design-Builder by the Contract Documents, County will pay all retained amounts to Design-Builder as part of Final Payment, provided, however, (a) the Final Payment is not due from County until the Design-Builder delivers full and final unconditional lien releases in statutory form from all Subcontractors and major Suppliers (any claim filed thereafter is the responsibility of the Design-Builder), and (b) if any claim remains unsatisfied after all payments are made by County, the Design-Builder will immediately, upon demand, refund to County all monies that County may be compelled to pay in discharging such unsatisfied claims including all costs, interest, and attorneys' fees.

7.5 EARLY RELEASE OF SUBCONTRACTOR RETAINAGE.

If a Subcontractor has completed its portion of the Work (including all Punch list items) pursuant to its Subcontract, the Design-Builder may ask County to disburse the amount of Retainage allocable to such Subcontractor after delivering to County, when required by County, consent to such disbursement from such Subcontractor's surety, in a form satisfactory to County, and a final lien release from the Subcontractor. If County is satisfied that the Subcontractor's Work has been fully and finally completed in accordance with the Contract Documents, County may disburse said Retainage to Design-Builder for payment over to the Subcontractor. However, the two-year warranty period with respect to such Subcontractor Work will not commence until Substantial Completion of the entire Project.

7.6 PAYMENT FOR ON-SITE AND OFF-SITE MATERIALS.

County will make progress payments when due to Design-Builder on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. County may similarly make payment to Design-Builder for materials and equipment suitably stored off the site, conditioned upon the Design-Builder furnishing satisfactory evidence to County that (a) title to the materials and equipment will pass to County upon payment for same; (b) there are no claims of third parties; (c) the materials and equipment are adequately insured for full replacement value plus delivery; and (d) such other matters as County may reasonably request in order to protect its interests.

7.7 OWNERSHIP OF CONSTRUCTION WORK.

- 7.7.1 The Design-Builder warrants that title to all Construction Work included in an Application for Progress Payment will pass to County no later than the time of payment therefor. The Design-Builder further warrants and represents to County that upon submittal of an Application for

Payment, all Construction Work for which Applications for Payment have been previously issued and payments received from County will, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Design-Builder, its Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

- 7.7.2 As a condition precedent to Final Payment from County the Design-Builder will provide unconditional waivers of lien in statutory form from all Subcontractors, material suppliers, and other persons or entities having provided labor, materials and equipment relating to the Work.

7.8 SUBSTANTIAL COMPLETION.

When the Design-Builder believes the Work, or a portion thereof which County wants and agrees to accept separately, is Substantially Complete, the Design-Builder will notify County and will submit to County a comprehensive list of items to be completed or corrected as to that Work or all Work. Within five working days of receipt of the Design-Builder's notice and list, County, the DP, and Design-Builder will jointly inspect the Project to determine whether Substantial Completion has in fact occurred. If County determines that the Work, or the relevant portion thereof, is Substantially Complete, County will issue the Punch List and the Certificate of Substantial Completion stating the date of Substantial Completion, which certificate will be executed by County and the Design-Builder. The Design-Builder will thereupon proceed promptly to complete or correct Punch List items. Failure to include an item on the Punch List does not alleviate or alter the responsibility of the Design-Builder to complete all Work in accordance with the Contract Documents.

7.9 FINAL COMPLETION AND FINAL PAYMENT

- 7.9.1 Completion of all outstanding Work items noted in the Substantial Completion "Punch List" for the entire Work, or relevant portion thereof, and other Contract requirements are necessary for County to certify Final Completion. Requirements for this certification also include, but are not limited to, completion of equipment operating training for County and the submission and approval by County of (a) all Record and Close Out Documents; (b) copies of all Construction General Conditions and Purchase Orders not previously provided; and (c) all required reports.
- 7.9.2 Neither Final Payment nor any final release of Retainage become due until such time as Design-Builder submits all of the following to County:
- a. An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which County or County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied by Design-Builder;
 - b. A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 60 days' prior written notice has been given to County;
 - c. Consent of Sureties to final payment;
 - d. Unconditional waivers of lien in statutory form from all Subcontractors, material suppliers, and other persons or entities having provided labor, materials, and equipment relating to the Work;
 - e. If required by County, other data establishing payment or satisfaction of obligations, such as receipts; releases; and waivers of liens, claims, security interests, or encumbrances arising out of the Contract Documents;
 - f. All Project warranty documents;

- g. Final Subcontractor List;
- h. All approved Submittals and Shop Drawings (electronic copy);
- i. Schedule of Required Maintenance;
- j. Operation and Maintenance Manuals (electronic and hard copies);
- k. As-Builts (electronic copies, hard copies and BIM Model, if any);
- l. Any required County training provided by Design-Builder;
- m. State Fire Marshal and State Elevator Inspection approvals and certificates received, if applicable;
- n. Commissioning completed and reports received, if applicable; and
- o. Any other items identified by County, and agreed to by Design-Builder in Contract Documents, to be received by County.

7.9.3 If, after Substantial Completion of the Project has been achieved, Final Completion is materially delayed through no fault of the Design-Builder, or by the issuance of additional Change Orders by County, County may at its sole discretion, upon request of the Design-Builder, and without terminating the Contract, make payment to Design-Builder of the balance due for that portion of the Work fully completed. If the remaining balance for Work not fully completed is less than the Retainage, and if bonds have been furnished, the written consent of surety to payment for that portion of the Work fully completed must be delivered by the Design-Builder to County, and such payment will be made under the terms and conditions governing Final Payment, except that such payment does not constitute a waiver of claims by either the Design-Builder or County.

7.9.4 Acceptance of Final Payment by the Design-Builder constitutes a waiver of all affirmative claims by the Design-Builder in connection with the Contract and construction of the Project. Final Payment by County constitutes a waiver of claims by County, except those arising from (a) liens, claims, security interests, and encumbrances arising out of the Work after final payment; (b) latent defects which County becomes aware of after Final Payment; or (c) the terms of warranties required by the Contract Documents and other rights provided under applicable law.

7.10 ALLOWANCES.

The Design-Builder will include in the GMP all allowances required by County. Items covered by allowances will be supplied for such amounts and by such persons or entities as County may direct, but the Design-Builder is not required to employ persons or entities against which the Design-Builder makes reasonable objection. Unless otherwise provided in the Contract Documents:

- a. County will select materials and equipment under an Allowance within a reasonable time frame as defined in County-approved Project CPM Schedule;
- b. Allowances will cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- c. Allowances will not include professional or construction fees, Construction General Conditions, bond and insurance premiums;
- d. Allowances will cover Design-Builder's costs for unloading and handling at the site, labor, installation costs and other expenses;

- e. Whenever costs are more than or less than Allowances, the GMP may be adjusted accordingly by Change Order in accordance with provisions of Article 10. The amount of the Change Order will reflect the difference between Actual Costs and the Allowances plus Fee on such difference in accordance with Article 10 hereof if the Actual Costs are greater than the allowances.

7.11 CONTINGENCIES.

7.11.1 Bidding Contingency

- 7.11.1.1 The GMP contains a line item for a "Bidding Contingency". The Bidding Contingency, upon approval of County, is for the Design-Builder's use and will be increased by amounts not expended on other line item bid packages and will decrease by additional amounts required to be expended on other line item bid packages. Following completion of all contract execution by subcontractors (Project buy-out), Bidding Contingency becomes Construction (Design-Builder) Contingency and Design-Builder may use this Construction (Design-Builder) Contingency for legitimate unforeseen construction expenses, subject to County's review and approval. Design-Builder will submit detailed monthly reports to County indicating how the Construction (Design-Builder) Contingency was used in the reporting period, and the status of the Construction (Design-Builder) Contingency. County has the authority to reject any use of the Construction (Design-Builder) Contingency after it has been submitted if County believes, in its reasonable judgment, that some or all of the amount included in the use of the Construction (Design-Builder) Contingency is not a legitimate expense for the Project. Upon County's rejection of a Construction (Design-Builder) Contingency use, the Design-Builder will thereupon credit the Construction (Design-Builder) Contingency amount back to the Construction (Design-Builder) Contingency in the next subsequent payment request. Any amounts remaining in Bidding / Construction (Design-Builder) Contingency at Final Completion are Savings and will be allocated to County. Should the Bidding / Construction (Design-Builder) Contingency be exhausted prior to award of all the bid packages, any subsequent overruns in bid package costs will be the Design-Builder's sole responsibility, with no additional compensation due therefor from County.
 - 7.11.1.2 Total Bidding Contingency will be determined pending mutual agreement by County and Design-Builder per GMP.
 - 7.11.1.3 Upon award of each Bid Package, the difference between the Design-Builder's estimated Cost of the Work contained within the Bid Package, exclusive of contingency, versus the actual award cost thereof as determined by the bidding and award of the package will be promptly calculated. If the award cost exceeds the Design-Builder's estimated cost in the GMP, any necessary portion of the Bidding Contingency identified in subparagraph 7.11.1.2 above will be applied, subject to County's approval, to cover any overrun, and any underrun amount will be used to increase the Bidding Contingency.
- 7.11.2 Design-Builder will include in all subcontracts an explicit requirement that Change Orders between Design-Builder and the subcontractors will be priced consistently with the requirements of Article 10 of these General Conditions, with adequate itemized Change Order pricing regardless of whether or not there is a comparable Change Order between Design-Builder and County. In addition, Design-Builder will retain, and make available to County upon request, all bid documents including requests for proposals, requests for quotes, and bid responses from both successful and unsuccessful bidding subcontractors.

ARTICLE 8 – INDEMNIFICATION

8.1 PROPRIETARY RIGHTS, PATENT AND COPYRIGHT INFRINGEMENT

- 8.1.1 Design-Builder will defend any action or proceeding brought against County based on any assertion or claim that the Work, or any part thereof, or the operation thereof or use of the Work or any part thereof, constitutes infringement of any proprietary rights or United States patent or copyright, now or hereafter issued. County agrees to give prompt notice in writing to Design-Builder of any such action or proceeding and to provide authority, information and assistance in the defense of same. Design-Builder will indemnify and hold harmless County from and against all damages and costs, including attorney's fees, awarded against County or Design-Builder in any such action or proceeding. Design-Builder further agrees to keep County informed of all developments in the defense of such actions or proceedings.
- 8.1.2 In the event that County is enjoined from the operations or use of the Work, or any part thereof in connection with any proprietary rights, patent suit, claim, or proceeding, Design-Builder will at its sole expense take reasonable steps to procure the right or license to operate or use the Work. If Design-Builder cannot so procure the aforesaid right within a reasonable time, Design-Builder will then promptly, at Design-Builder's option and at Design-Builder's expense (a) modify the Work so to avoid infringement of any patents, or copyrights; or (b) replace said Work with Work that does not infringe or violate any such proprietary rights, patent, or copyright.
- 8.1.3 Sections 8.1.1 and 8.1.2 above do not apply to any action or proceeding based on infringement or violation of a proprietary right, patent, or copyright (a) relating solely to a particular process or the product of a particular manufacturer specified by County and such processes or products are something other than that which has been offered or recommended by Design-Builder to County; or (b) arising from modifications to the Work by County or its agents after acceptance of the Work.
- 8.1.4 Design-Builder's warranty and indemnification obligations survive expiration or termination of this Contract unless otherwise specifically stated.
- 8.1.5 The obligations set forth in this "Proprietary Rights, Patent and Copyright Infringement" section constitute the sole agreement between the parties relating to liability for infringement or violation of any proprietary rights, patent or copyright.

8.2 GENERAL INDEMNITY

To the fullest extent permitted by law, Design-Builder will defend, indemnify, and hold harmless County and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") arising out of actual or alleged bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, by any acts or omissions of Design-Builder or any of its owners, officers, directors, agents, employees, or subcontractors, arising out of performance of the Work or this Contract, or in connection with the Project or defects in the Work, or any materials supplied. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Design-Builder to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. County indemnitees will, in all instances, except for Claims arising solely from the acts or omissions of County Indemnitees, be indemnified by Design-Builder from and against any and all Claims. or other deficiencies in all products of its efforts and other services provided. Design-Builder will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Design-Builder waives all rights of subrogation against Indemnitees for losses arising from the Work performed by the Design-Builder for County. This duty to indemnify will survive the expiration or termination of this Contract.

8.3 CUMULATIVE RIGHTS

The rights of indemnification in this Article 8 are cumulative and in addition to any other rights of indemnification under this Contract. Nothing in this Article 8 limits or otherwise impairs any other right of indemnification in this Contract.

ARTICLE 9 – TIME AND DELAY

- 9.1.1 All time limits set forth in the Contract Documents for performance are of the essence of this Contract. Design-Builder agrees that it will commence performance of the Work, achieve Substantial and Final Completion of the entire Project, and achieve any interim Milestones for Substantial and Final Completion in compliance with all contractual time requirements.
- 9.1.2 Time is of the essence of each and every part of the Contract Documents and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act or activity whatsoever. Where, under the Contract Documents, additional time is allowed for the completion of any Work, the new time limit fixed by such extension is also of the essence of this Contract.
- 9.1.3 Failure of the Design-Builder to achieve the completion dates for Substantial or Final Completion set forth in the Contract will result in the assessment of Liquidated Damages as required by the Contract. Design-Builder will pay the per diem amount for Liquidated Damages provided for in the Contract for each and every calendar day that the Design- Builder is not in full compliance with the time(s) stipulated in the Contract for completing the Work. The Liquidated Damages per diem amount is fixed and agreed upon by and between the Design-Builder and County because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages County would in such event sustain. County may withhold any such sums from Final Payment due hereunder or from retainage.
- 9.1.4 If Design-Builder is delayed in the performance of the Work and such delay actually and directly delays the timely achievement of a critical path activity, element, or component, based upon an analysis of the current CPM Schedule due to acts, omissions, conditions, events, or circumstances beyond its reasonable control or prevention and due to no legal fault of its own or those for whom Design-Builder is responsible under the terms of the Contract Documents, the time for Substantial Completion of the Work, and to the extent applicable, any interim milestones or Substantial Completion dates for portions of the Work will be extended by written Change Order for the amount of time attributable to such events or circumstances. By way of example only, such acts, omissions, conditions, events, and circumstances which would entitle Design-Builder to an extension of the Contract Time(s), include acts or omissions of County, or anyone under County's control, including changes made by separate contractors in the Work by County, unforeseeable Project site conditions, wars, floods, labor disputes, unusual delay in transportation, and unusually adverse weather conditions.
- 9.1.5 The Design-Builder has included a specified number of days of weather related delays within the CPM Schedule which County has approved, and that number of days is incorporated herein by reference. If the Project experiences weather-related delays beyond the contractually specified number of weather days, the Design-Builder is entitled to a commensurate extension of time.
- 9.1.6 Design-Builder is entitled to an appropriate adjustment of its GMP for extended Construction General Conditions only for mutually determined delays directly caused by the actions, omissions, or inactions of County and upon proof of the actual, direct additional cost to the Design-Builder for such delays.
- 9.1.7 Design-Builder will provide notice of any delay in performance of the Work that Design- Builder attributes to County in writing to County immediately but in no event later than twenty-four (24) hours after discovery of the event giving rise to the delay. The Design- Builder will then provide additional details concerning the delay in writing to County within seven (7) calendar days from

the delay notice. Failure to satisfy each of these time requirements will absolutely bar any and all later delay claims. The detailed notice will indicate the cause of the delay, the anticipated length of the delay in reasonable detail, the probable effect of such delay upon the progress and Cost of the Work, and possible mitigation plans. If the cause of the delay is ongoing, the Design-Builder must give further detailed notice every month at the same time it submits the updated progress Narrative Report to County.

- 9.1.8 Design-Builder will, upon discovering an event giving rise to a delay, as promptly as possible, make all reasonable efforts to mitigate the impact of the delay.
- 9.1.9 Within 15 calendar days after elimination of any such delay, the Design-Builder will, unless the time is extended in a Change Order approved by County, submit further documentation concerning the delay and, if appropriate, a formal written request requesting an extension of time for such delay and any compensation sought for the delay. The written request for time extension will state the cause of the delay, the number of days of extension requested and the compensation sought and provide a fully documented analysis of the Progress Schedule, including any data demonstrating a delay in the critical path of the Work or individual milestone or the overall Project completion. If the Design-Builder does not timely comply with the notice and documentation requirements set forth in this Section 9.1.9, the Design-Builder's claim for delay is barred.
- 9.1.10 In the event the Design-Builder gives notice to County of compensable delay alleging that County is responsible for the delay as to which the notice was given and the delay is unreasonable under the circumstances and was not within the contemplation of County and Design-Builder when they entered into the Contract, County will enter into negotiations with Design-Builder as to Design-Builder's damages, if any.

ARTICLE 10 – CHANGES TO THE CONTRACT PRICE AND TIME

10.1 CHANGES

- 10.1.1 After the Contract is signed, modifications to the Contract, including any changes to GMP, the Contract Time(s) or Scope of Service, may only be made by a written Contract Amendment or written Change Order.
- 10.1.2 The Design-Builder will not proceed with the Work on any change involving an increase or decrease in cost or time without prior approval of the Change Order or Contract Amendment by the Board of Supervisors or the Procurement Director, as required by Section 11.16.010(C) of the Pima County Procurement Code. If the Design-Builder proceeds with any change involving an increase or decrease in cost or time without written authorization from County as required by this paragraph, the Design-Builder hereby waives all rights or claims Design-Builder may have in connection with or as a result of the change.
- 10.1.3 County's right to make changes in the Work will not invalidate this Contract, relieve the Design-Builder of any responsibility, or require County to give notice to the Surety. Any requirement of notice to the Surety of a change in the Work is the sole responsibility of Design-Builder.
- 10.1.4 A Contract Amendment or Change Order is a written instrument issued after execution of the Contract signed by County and Design-Builder, stating their agreement upon all of the following:
 - a. The scope of the change in the Work;
 - b. The amount of the adjustment, if any, to the GMP; and
 - c. The extent of the adjustment, if any, to the Contract Time(s) for performance set forth in the Contract Documents.
- 10.1.5 All changes in the Work authorized by a Contract Amendment or Change Order will be performed under the applicable terms of the Contract Documents, and County, and Design- Builder will negotiate in good faith and as expeditiously as possible on the appropriate adjustments, if any,

in Contract Time or GMP. No GMP adjustment on account of a Change Order will include the Design-Builder's or Subcontractor's profit, fee, home office overhead, or a formula allocation of indirect costs except as allowed in Section 10.3.1 below unless otherwise specifically allowed under these General Conditions.

10.2 MINOR CHANGES IN THE WORK

- 10.2.1 County may make minor changes in the Work consistent with the intent of the Contract Documents providing such changes do not involve an adjustment in the GMP or Contract Time(s) of performance and do not materially affect or alter the design, quality, or performance. The DP will promptly inform County, in writing, of any such changes, and verify that Design-Builder has recorded such changes on the As-Built Documents.

10.3 PRICE, TIME, OR SCOPE OF SERVICE ADJUSTMENT

- 10.3.1 The cost of or credit to County resulting from a change in the Work will be determined in one or more of the following ways:
- a. By unit prices stated in the Contract Documents;
 - b. By cost, as defined below, and described in Appendix C, properly itemized and supported by sufficient data reduced to meaningful unit prices for each assembled component of the Work in order to facilitate evaluation. Such costs will be itemized by crafts as defined within the Schedule of Values, submitted in a format approved by County, and limited to items directly allocable to the change in the Work:
 - 1) Cost of materials, including delivery;
 - 2) Cost of labor, fully-burdened, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by contract or routinely paid by Design-Builder, and workers' compensation insurance but excluding Subcontractor's labor;
 - 3) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Design-Builder must prove reasonable rental rate pursuant to actual ownership costs. County will not pay for equipment idle time unless the equipment is engaged in County- authorized force account or other time and materials work, and then only for the time it is engaged in such work. When the authorized force account or time and materials work is completed or the equipment ceases to be used for that work, payment for idle time stops;

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- 4) As a guideline, on a not-to-exceed ("NTE") percentage of Direct Construction Cost only basis, the following overhead, general conditions and fee percentages will be utilized, and will be fixed as a dollar amount, unless otherwise established in the Contract, or otherwise mutually agreed upon and documented in the Change Order description:

Subcontractor Fee (profit):	5%
Subcontractor Overhead & General Conditions, NTE:	<u>10%</u>
Total Subcontractor Markups, NTE:	15%

Design-Builder Fee (profit), approximately or as per Design-Builder Contract: 5%

Design-Builder Overhead & General Conditions, NTE or as per Design-Builder Contract: 5%

Total Design-Builder Markups, NTE: 10%

- 5) The Contract may include provisions for some situations where larger amounts of Overhead and General Conditions are needed to address extenuating site-related circumstances. However, the combined total fee, Profit, Overhead and General Conditions, including the Design-Builder and all levels or tiers of subcontractors, will not exceed twenty-five percent (25%) of the total direct costs of materials, labor, rental equipment, and subcontractor insurance and bonds.

- c. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to facilitate evaluations; provided that such lump sum will not exceed that amount calculated under (b) above.

- 10.3.2 Any dispute regarding the pricing methodology or cost of a change does not relieve the Design-Builder of the obligation to proceed with work on the change. Any such dispute will be preserved by inclusion in the Change Order or Contract Amendment.
- 10.3.3 A County-approved written Contract Amendment or Change Order is full and final settlement of all entitlement claims for direct, indirect, delay, disruption, inefficiency, productivity, and any other consequential costs related to items covered or affected, as well as for related delays. Design-Builder irrevocably waives any such claim not presented for inclusion in the Contract Amendment or Change Order prior to signature.
- 10.3.4 In the event that County and the Design-Builder disagree upon whether Design-Builder is entitled to be paid for any Change Order services required of Design-Builder by County, or as to amount of compensation in the event of any other disagreement over the Scope of Service or proposed changes to the Work, County and Design-Builder will resolve all such disagreements consistent initially with Article 10 of these General Conditions and thereafter if not resolved, in accordance with the Dispute Resolution provisions of the Contract. As part of the negotiation process, Design-Builder will furnish County with a good faith estimate of the costs to perform the disputed services or Work in accordance with County's interpretations. If the parties are unable to agree, and County expects Design-Builder to promptly perform the services in accordance with County's or DP's interpretations of the documents, Design-Builder will proceed to perform the disputed services, conditioned upon County issuing a written order to Design-Builder directing Design-Builder to proceed and specifying County's interpretation of the services that are to be performed.
- 10.3.5 The requirements set forth above as to Design-Builder providing detailed, itemized pricing on subcontractor Change Orders is fully applicable to Change Orders from Design-Builder to subcontractor where there is no comparable Change Order between County and Design-Builder.

10.4 EMERGENCIES

In any emergency affecting the safety of persons or property, Design-Builder will promptly act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or Contract Time(s) of performance or both claimed by Design-Builder on account of emergency work will be determined as provided in this Article.

ARTICLE 11 – STOP WORK AND TERMINATION

11.1 COUNTY'S RIGHT TO STOP WORK OR TERMINATE FOR CONVENIENCE

- 11.1.1 County at any time may, without cause and for its convenience, order Design-Builder in writing to stop or suspend the Work, for a period not to exceed 60 calendar days. In that event, Design-Builder may seek an adjustment of the GMP or Contract Time(s) of performance or both under Article 10 of the General Conditions to the extent that its Work has been adversely impacted by any such suspension or stoppage of the Work by County, unless actions, omissions or inactions of the Design-Builder are the cause of County stopping or suspending the Work.
- 11.1.2 Upon seven days written notice to Design-Builder, County may, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract for convenience of County. In such case Design-Builder will be paid (without duplication of any items): a) for completed and accepted Work executed in accordance with Contract Documents prior to the effective date of the termination, including fair and reasonable sums for overhead and profit on such Work; b) for expenses sustained prior to termination in performing services and furnishing labor, materials, and equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; c) for all claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and d) for reasonable expenses directly attributable to termination.
- 11.1.3 Upon receiving a Notice of Termination for Convenience, the Design-Builder will proceed as follows: a) stop Work as specified in the Notice; b) place no further subcontracts on purchase orders; c) terminate all subcontracts to the extent they relate to the Work terminated; d) assign to County all rights of the Design-Builder under terminated subcontracts, in which case County has the right to settle or to pay any termination settlement proposal arising out of these terminations; and e) submit complete termination inventory schedules to County no later than 120 days from date of the Notice of Termination.

11.2 COUNTY'S RIGHT TO TERMINATE FOR DEFAULT AND PERFORM

- 11.2.1 If Design-Builder persistently fails to (a) provide a sufficient number of skilled workers, the materials required by the Construction Documents, or both; (b) comply with applicable legal requirements; (c) pay, without cause, its Subcontractors or suppliers; (d) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s) as may be from time to time adjusted; (e) maintain contractor, business, or other required licenses or authority; (f) otherwise perform the Work and its obligations in compliance with the Contract Documents; or (g) if, for any reason, Design-Builder curtails or ceases business or business operations to a degree that would substantially impair or preclude Design-Builder's performance of this Contract, County has the right, in addition to any other rights and remedies provided in the Contract Documents or by law, after seven (7) days' written notice of default to Design-Builder and its surety and Design-Builder's (or its surety's) failure to cure within that seven day period, to (i) perform and furnish through itself or through others it selects any such labor, materials, or Work, and to deduct the cost thereof from any monies due or to become due to Design-Builder under the Contract Documents; or (ii) terminate the Contract with Design-Builder for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment scaffolds, tools, appliances, and other items thereon, all of which Design-Builder hereby transfers, assigns, and sets over

to County for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment, and other items; or (iii) both (i) and (ii) above. Upon exercising its right to Terminate for Default for any reason set forth above, County, at its discretion, may also exercise the right to have each or any of Design-Builder's subcontractor and supply contracts assigned to County, or County's nominee, provided however, County will have no responsibility or liability for acts or omission of Design-Builder under such Contracts and the sole recourse of subcontractors on pre-termination events will be against Design-Builder. Design-Builder will ensure that a clause providing for this conditional assignment on the foregoing terms is included in each subcontract.

11.2.2 In the event of such termination for default:

11.2.2.1 Design-Builder is not entitled to recover any further payment until the Work is completed and will then only be entitled to be paid for all acceptable Work performed prior to its date of default minus costs incurred by County to complete the Project exceeding the GMP as described below. In the event County's cost and expense of completing Design-Builder's Work exceeds the GMP, then Design-Builder or its surety will promptly pay the difference to County. Such costs and expense will include not only the cost of completing the Work to the satisfaction of County and of performing and furnishing all labor, services, tools, equipment and other items required in the Contract Documents, but also losses, damages, costs and expense, including consultant and attorney's fees and expenses incurred in connection with any additional procurement and the defending of claims, if any, arising from or related to Design-Builder's default.

11.2.2.2 All finished and unfinished As-Built, shop drawings, documents, data, studies, surveys, drawings, photographs, reports, and other information in whatever form, including electronic, acquired, or prepared by Design-Builder for this project become County's property and will be delivered to County not later than five (5) business days after the effective date of the termination.

11.2.2.3 County may withhold payments to Design-Builder 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 Design-Builder is determined

11.2.3 In the event that County terminates the Contract for default and such termination is ultimately determined to be improper or wrongful, the termination for default will be automatically converted to a termination for convenience and the provisions of 11.1 of these General Conditions will apply.

11.2.4 If Design-Builder institutes or has instituted against it a proceeding under the United States Bankruptcy Code, such event is a default that may impair or frustrate Design-Builder's performance of its obligations under the Contract Documents. Accordingly, if such event of default occurs, County is entitled to request Design-Builder, its trustee, or other successor, to provide adequate assurance of future performance. If Design-Builder or Design-Builder's trustee, or other successor fails to comply with such request within 7 days after receiving notice of the request, County, in addition to any other rights and remedies provided by the Contract Documents, or by law, is entitled to terminate the Contract. County will thereupon be entitled to perform and furnish through itself or through others any such labor, materials, or equipment necessary for the completion of the Work and necessary to maintain the Contract Time(s) of performance, and to deduct the costs from any monies due or to become due Design-Builder under the Contract Documents pending receipt of adequate assurances of performance and actual performance in accordance herewith. In the event of any such bankruptcy proceedings, the Contract will terminate if Design-Builder rejects the Contract or if there has been a default under the Contract Documents, and Design-Builder is unable to give adequate assurances that it will perform as provided in the Contract Documents or otherwise is unable to comply with the requirements for assuming the Contract under the applicable provisions of the Bankruptcy Code.

11.3 DESIGN-BUILDER'S RIGHT TO STOP WORK AND TERMINATE FOR CAUSE

11.3.1 Design-Builder may, in addition to any other rights afforded it under the Contract Documents or by applicable law, either stop Work or terminate the Contract for cause upon County's failure to timely pay an amount in excess of \$100,000 properly due to Design-Builder under any Design-Builder Application for Payment. In this regard Design-Builder will provide County with written notice indicating that such non-payment condition has occurred, and that it is Design-Builder's intention to stop Work or terminate the Contract only if the non-payment condition is not cured within seven days from County's receipt of Design-Builder's notice. In the event that Design-Builder elects to only stop Work, it may nonetheless later indicate its intention to terminate the Contract by providing County with written notice that Design-Builder will terminate the Contract within seven days from receipt of Design-Builder's notice; unless the alleged cause of termination is cured in the interim.

11.3.2 In the event Design-Builder properly and lawfully elects to stop Work under section 11.3.1 for non-payment and then resumes Work, Design-Builder will be entitled to make a claim for adjustment to the GMP and Contract Time(s) of performance to the extent Design-Builder has been adversely impacted by the stoppage of Work. In the event that Design-Builder elects to terminate the Contract on the basis permitted under Section 11.3.1, Design-Builder will be entitled to recover the same costs it would be permitted to recover had County terminated this Contract for convenience under Section 11.1 of these General Conditions.

11.4 If the Contract is terminated for any of the reasons set forth above, Design-Builder's contracts with its subcontractors and suppliers, at County's option and without further action by Design-Builder, will be assigned to County; provided however, that County will have no liability for any pre-existing acts or omissions or default by Design-Builder under such contracts and the sole recourse of such subcontractors and suppliers for any such events will be against Design-Builder.

End of Appendix C – Design Builder General Conditions

APPENDIX “D”

Design and Preconstruction Services Fee Proposal (17 pages)



CONSTRUCTION COMPANY, INC.

September 19, 2022, Revised 9/23/22

Dawn Dargan
Procurement Officer- Design and Construction
Pima County Procurement Department
150 W. Congress, 5th Floor
Tucson, AZ 85701
520-724-9071
dawn.gargan2@pima.gov

Re: *Pima County San Xavier Sheriff Substation
Design Build Service Preconstruction and Design Proposal*

Dear Ms. Dargan,

Lloyd Construction Company, Inc. gratefully submits our preconstruction and design services fee per County and Design Builder agreement and as outlined in Appendix A, Appendix B, and Appendix C.

Pre-Design/Schematic Design	\$ 103,316.11
Design Development	\$ 119,418.89
Construction Documents	\$ 196,221.48
Construction Administration	\$ 85,412.62
Preconstruction Services Fee	\$ 504,369.11
Total Reimbursable Expenses	\$ 2,500.00
Total Preconstruction Services	\$ 506,869.11

Preconstruction Phase scope: Develop and maintain a cost model, site as-built verifications, utility locating, constructability reviews, building system review and recommendation, construction scheduling, phasing, fast track analysis, cost estimating, value engineering, recommendations for efficient project delivery, prequalify and solicit subcontractors, develop, and deliver Guaranteed Maximum Price. Preparation of design and construction document packages and as required to provide a complete functional and maintainable facility. Issue final drawing packages ahead of and coordinate with the construction delivery to allow for development of estimates and permit packages.

The schedule shall commence upon issuance of a notice to proceed with the following durations to be incorporated based on current information available which will be modified to match design schedule when issued. A tentative draft schedule has been included with this proposal:

- a. Notice to Proceed- October 2022
- b. Pre-Design through Construction Documents- Six (6) months
- c. Permits and Bids- Three (3) months. To overlap with construction
- d. Construction- Twelve (12) months
- e. Project Closeout- One (1) month

2180 N. WILMOT ROAD
P.O. BOX 30190
TUCSON, AZ 85751
T (520) 884-9821
F 884-1761
www.lloydconstruction.com

ROC073113A
ROC073114B-01



CONSTRUCTION COMPANY, INC.

The following items are excluded from this proposal but may be provided as an additional service, at an additional fee:

- Geotechnical and Environmental engineering, testing, and reports.
- LEED design and certification fees and registration / submittal costs.
- Electrical Arc – Flash studies.
- Special structural testing and inspections.
- Construction materials and assembly testing.
- Permit application fees plan review, permit, wastewater, or other development fees by Pima County.
- Presentation renderings, animations, and physical models of the project.
- Site, archeological and environmental surveys.
- Public art coordination or selection.
- Life Cycle Costs Study.

Please feel free to contact me should you have any questions at 520.903-7600. Again, thank you for the opportunity to submit our pre-construction services proposal on this project.

Respectfully,

A handwritten signature in blue ink, appearing to read 'P. Pena', with a stylized flourish extending to the right.

Paul Pena, GM, Lloyd Construction Company, Inc.
cc: Brad Lloyd VP LCC, Robby Garvey PM LCC.

September 19, 2022 **revised Sept. 22, 2022**

Paul Pena, RA, LEED AP
General Manager
Lloyd Construction Company, Inc.
2180 N. Wilmot Rd.
Tucson, AZ 85712
paul@lloydconstruction.com

RE: Proposal for Architectural and Engineering services for San Xavier Sheriff's Substation

Mr. Pena:

Thank you for the opportunity to provide you with this proposal for Architectural and Engineering design services as part of the Pima County request for Design Build Services for Solicitation #SFQ-PO-2200018 for San Xavier Sheriff Substation (XSXDSS).

The scope of work is as follows:

- Per Appendix A – Project scope dated July 7, 2022, from Pima Co. Procurement for SFQ-PO-2200017 for a new Sheriff's Substation located at 4774 W. Valencia, Tucson AZ.

Design services shall be provided in the following phases:

- Predesign
- Schematic Design
- Design Development
- Construction Documents
- Bidding and Negotiations
- Construction Administration

Professional services for this project shall consist of the following:

1. Site Development Plan
2. Schematic Design
3. Construction Documentation in three submittals
 - a. 50% CD Review
 - b. 90% CD Review and final GMP's
 - c. 100% Permit Documents
4. Construction Administration
5. Record Drawings and Operations and Maintenance Manual



The following items are excluded from this proposal but may be provided as an additional service, at an additional fee:

- Geotechnical and Environmental engineering, testing, and reports.
- LEED design and certification fees and registration / submittal costs.
- Electrical Arc – Flash studies.
- Special structural testing and inspections.
- Construction materials and assembly testing.
- Permit application fees plan review, permit, wastewater, or other development fees by Pima County.
- Presentation renderings, animations, and physical models of the project.
- Site, archeological and environmental surveys.
- Public art coordination or selection.
- Life Cycle Costs Study.

Total Design Fees for Basic Services & Reimbursables:

REVISED

Design & Engineering Fees

Predesign	\$29,998.16	\$29,966.16
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Includes ALTA/NSPS & topographic survey

Schematic Design	\$51,044.37	\$50,892.37
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Design Development	\$95,748.09	\$95,647.09
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Construction Documents	\$140,309.52	\$139,666.52
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Bidding and Negotiations	\$17,313.95	\$17,261.95
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Construction Administration	\$69,194.27	\$69,029.27
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Subtotal	\$403,608.36	\$402,465.36
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Reimbursable expense allowance	\$2,000.00	\$2,000.00
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The reimbursable amounts are allowances based on previous projects for printing and other costs.

We have not included reimbursable amounts for plan review fees by Pima County.

Grand Total

\$405,608.36	\$404,463.36
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Please call if you have any questions and thank you for the opportunity.

Sincerely,



T. John Price, AIA
Project Manager
WSM Architects, Inc

WSM

Revised 9-23-2022

PROJECT: **San Xavier Sheriff Substation**
 PREPARED BY: **WSM**
 EFFECTIVE DATE:

DATE: **9/19/2022**
 CONTRACT NUMBER:
 PRIME CONTRACTOR: WSM, a Division of
 Shive-Hattery, Inc.

CONTRACT TIME:

CONTRACT TYPE:

ITEM NO.	PHASE DESCRIPTION	PERFORMED BY	NO. OF HOURS	ACTUAL HOURLY RATE	TOTAL COST
I	Pre-Design	Principal	5	\$82.00	\$410
		Project Manager	17	\$58.75	\$999
		Senior A/E			\$0
		Project Architect	38	\$42.40	\$1,611
		Graduate Architect	20	\$35.40	\$708
		Clerical/Admin	12	\$24.50	\$294
II	Schematic Design	Principal	2	\$82.00	\$164
		Project Manager	60	\$58.75	\$3,525
		Senior A/E			\$0
		Project Architect	103	\$42.40	\$4,367
		Graduate Architect	39	\$35.40	\$1,381
		Clerical/Admin	8	\$24.50	\$196
III	Design Development	Principal	0	\$82.00	\$0
		Project Manager	174	\$58.75	\$10,223
		Senior A/E			\$0
		Project Architect	234	\$42.40	\$9,922
		Graduate Architect	119	\$35.40	\$4,213
		Clerical/Admin	16	\$24.50	\$392
IV	Construction Documents	Principal	0	\$82.00	\$0
		Project Manager	208	\$58.75	\$12,220
		Senior A/E			\$0
		Project Architect	246	\$42.40	\$10,430
		Graduate Architect	171	\$35.40	\$6,053
		Clerical/Admin	16	\$24.50	\$392
V	Bidding/Permitting	Principal	0	\$82.00	\$0
		Project Manager	26	\$58.75	\$1,528
		Senior A/E			\$0
		Project Architect	40	\$42.40	\$1,696
		Graduate Architect	32	\$35.40	\$1,133
		Clerical/Admin	4	\$24.50	\$98
VI	Construction Administration	Principal	0	\$82.00	\$0
		Project Manager	36	\$58.75	\$2,115
		Senior A/E			\$0
		Project Architect	220	\$42.40	\$9,328
		Graduate Architect	76	\$35.40	\$2,690
		Clerical/Admin	0	\$24.50	\$0

(A) Direct Labor (items 1+2+3+4+5+6)		\$86,087
(B) Overhead @ 162% x (A)	162.00%	\$139,461
(C) Profit @ 0.08% x (A) + (B)	8.00%	\$18,044

Subtotal Fees	\$243,592
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(D) Estimated / Other Direct expenses	\$2,000
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(E) Estimated Outside Services and Subconsultants - NO MARKUP	\$158,871
(F) TOTAL FEE	\$404,463

DOWL

Revised 9/22/22 to 8% OH

PROJECT: **San Xavier Sheriff Substation**
PREPARED BY: **DOWL**
EFFECTIVE DATE:

DATE: **9/16/2022**
CONTRACT NUMBER:
PRIME CONTRACTOR: WSM, a Division of
Shive-Hattery, Inc.

CONTRACT TIME:

CONTRACT TYPE:

ITEM NO.	PHASE DESCRIPTION	PERFORMED BY	NO. OF HOURS	ACTUAL HOURLY RATE	TOTAL COST
I	Pre-Design - Alta/NSPS, Topographic Surveying, Easement Descriptions	Principal	0	\$86.00	\$0
		Project Manager	6	\$60.10	\$361
		Senior A/E (Surveyor, Engineer)	28	\$52.10	\$1,459
		Designer (crew chief)	36	\$40.86	\$1,471
		CADD	33	\$36.06	\$1,190
		Clerical/Admin	4	\$26.44	\$93
II	Schematic Design	Principal	2	\$86.00	\$172
		Project Manager	4	\$60.10	\$240
		Senior A/E	6	\$52.10	\$313
		Designer	11	\$40.86	\$449
		CADD	0	\$36.06	\$0
		Clerical/Admin	0	\$26.44	\$0
III	Design Development	Principal	0	\$86.00	\$0
		Project Manager	0	\$60.10	\$0
		Senior A/E	0	\$52.10	\$0
		Designer	0	\$40.86	\$0
		CADD	0	\$36.06	\$0
		Clerical/Admin	0	\$26.44	\$0
IV	Construction Documents	Principal	4	\$86.00	\$344
		Project Manager	26	\$60.10	\$1,563
		Senior A/E	66	\$52.10	\$3,439
		Designer	121	\$40.86	\$4,944
		CADD	0	\$36.06	\$0
		Clerical/Admin	12	\$26.44	\$317
V	Bidding/Permitting	Principal	0	\$86.00	\$0
		Project Manager	0	\$60.10	\$0
		Senior A/E	0	\$52.10	\$0
		Designer	0	\$40.86	\$0
		CADD	0	\$36.06	\$0
		Clerical/Admin	0	\$26.44	\$0
VI	Construction Administration	Principal	1	\$86.00	\$86
		Project Manager	3	\$60.10	\$180
		Senior A/E	24	\$52.10	\$1,250
		Designer	20	\$40.86	\$821
		CADD	0	\$36.06	\$0
		Clerical/Admin	0	\$26.44	\$0

(A) Direct Labor (items 1+2+3+4+5+6)		\$18,692
(B) Overhead @ 0.00% x (A)	168.24%	\$31,447
(C) Profit @ 0.00% x (A) + (B)	8.00%	\$4,011
Subtotal Fees		\$54,150
(D) Estimated / Other Direct expenses		\$0
(E) Estimated Outside Services and Subconsultants - NO MARKUP		\$0
(F) Total Subconsultant fee		\$54,150

EDA - Electrical Design Associates

PROJECT: **San Xavier Sheriff Substation**
PREPARED BY: **EDA**
EFFECTIVE DATE: **16-Sep-22**

DATE: **9/16/2022**
CONTRACT NUMBER:
PRIME CONTRACTOR: **WSM, a Division of
Shive-Hattery, Inc.**
CONTRACT TYPE: **Fixed Fee**

CONTRACT TIME:

ITEM NO.	PHASE DESCRIPTION	PERFORMED BY	NO. OF HOURS	ACTUAL HOURLY RATE	TOTAL COST
I	Pre-Design	Principal	4	\$61.25	\$245
		Project Manager	1.5	\$53.00	\$80
		Senior A/E		\$44.50	\$0
		Designer		\$44.50	\$0
		CADD	2	\$38.00	\$76
		Clerical/Admin	1	\$38.00	\$38
II	Schematic Design	Principal	4	\$61.25	\$245
		Project Manager	1.5	\$53.00	\$80
		Senior A/E		\$44.50	\$0
		Designer		\$44.50	\$0
		CADD	2	\$38.00	\$76
		Clerical/Admin	1	\$38.00	\$38
III	Design Development	Principal	4	\$61.25	\$245
		Project Manager	6	\$53.00	\$318
		Senior A/E	4	\$44.50	\$178
		Designer	3	\$44.50	\$134
		CADD	3	\$38.00	\$114
		Clerical/Admin	3	\$38.00	\$114
IV	Construction Documents	Principal	8	\$61.25	\$490
		Project Manager	10	\$53.00	\$530
		Senior A/E	8	\$44.50	\$356
		Designer	8	\$44.50	\$356
		CADD	6	\$38.00	\$228
		Clerical/Admin	5	\$38.00	\$190
V	Bidding/Permitting	Principal	1	\$61.25	\$61
		Project Manager		\$53.00	\$0
		Senior A/E	1	\$44.50	\$45
		Designer	2	\$44.50	\$89
		CADD		\$38.00	\$0
		Clerical/Admin	1	\$38.00	\$38
VI	Construction Administration	Principal	10	\$61.25	\$613
		Project Manager	8	\$53.00	\$424
		Senior A/E	8	\$44.50	\$356
		Designer	5	\$44.50	\$223
		CADD	6	\$38.00	\$228
		Clerical/Admin	8	\$38.00	\$304
	As-Builts (\$1000)				

(A) Direct Labor (items 1+2+3+4+5+6)		\$6,509
(B) Overhead @ 0.00% x (A)	120.00%	\$7,811
(C) Profit @ 0.00% x (A) + (B)	7.25%	\$1,038
Subtotal Fees		\$15,359
(D) Estimated / Other Direct expenses		\$0
(E) Estimated Outside Services and Subconsultants - NO MARKUP		\$0
(F) Total Subconsultant fee		\$15,359

Norris Design

PROJECT: **San Xavier Sheriff Substation**
 PREPARED BY: **Norris Design**
 EFFECTIVE DATE:

DATE: **9/16/2022**
 Revised 9/22/22 to 8% OH

CONTRACT NUMBER:
 PRIME CONTRACTOR: WSM, a Division of
 Shive-Hattery, Inc.

CONTRACT TIME:

CONTRACT TYPE:

ITEM NO.	PHASE DESCRIPTION	PERFORMED BY	NO. OF HOURS	ACTUAL HOURLY RATE	TOTAL COST
I	Pre-Design	Principal	2	\$59.37	\$119
		Project Manager	2	\$51.95	\$104
		Senior A/E	4	\$40.82	\$163
		Designer	6	\$37.11	\$223
		CADD	0	\$35.25	\$0
		Clerical/Admin	1	\$22.00	\$22
II	Schematic Design	Principal	2	\$59.37	\$119
		Project Manager	4	\$51.95	\$208
		Senior A/E	8	\$40.82	\$327
		Designer	10	\$37.11	\$371
		CADD	0	\$35.25	\$0
		Clerical/Admin	1	\$22.00	\$22
III	Design Development	Principal	2	\$59.37	\$119
		Project Manager	6	\$51.95	\$312
		Senior A/E	14	\$40.82	\$571
		Designer	28	\$37.11	\$1,039
		CADD	0	\$35.25	\$0
		Clerical/Admin	1	\$22.00	\$22
IV	Construction Documents	Principal	2	\$59.37	\$119
		Project Manager	4	\$51.95	\$208
		Senior A/E	10	\$40.82	\$408
		Designer	20	\$37.11	\$742
		CADD	0	\$35.25	\$0
		Clerical/Admin	1	\$22.00	\$22
V	Bidding/Permitting	Principal	4	\$59.37	\$237
		Project Manager	4	\$51.95	\$208
		Senior A/E	8	\$40.82	\$327
		Designer	8	\$37.11	\$297
		CADD	0	\$35.25	\$0
		Clerical/Admin	0	\$22.00	\$0
VI	Construction Administration	Principal	4	\$59.37	\$237
		Project Manager	4	\$51.95	\$208
		Senior A/E	8	\$40.82	\$327
		Designer	0	\$37.11	\$0
		CADD	0	\$35.25	\$0
		Clerical/Admin	1	\$22.00	\$22

(A) Direct Labor (items 1+2+3+4+5+6) \$7,101
 (B) Overhead @ 0.00% x (A) 145.00% \$10,297
 (C) Profit @ 0.00% x (A) + (B) 8.00% \$1,392

Subtotal Fees **\$18,790**

(D) Estimated / Other Direct expenses \$0

(E) Estimated Outside Services and Subconsultants - NO MARKUP \$0

(F) Total Subconsultant fee **\$18,790**

PH Mechanical Engineering

PROJECT: **San Xavier Sheriff Substation**
 PREPARED BY: **PH Mechanical Engineering**
 EFFECTIVE DATE:

DATE: **9/19/2022**

CONTRACT NUMBER:
 PRIME CONTRACTOR: WSM, a Division of
 Shive-Hattery, Inc.

CONTRACT TIME:

CONTRACT TYPE:

ITEM NO.	PHASE DESCRIPTION	PERFORMED BY	NO. OF HOURS	ACTUAL HOURLY RATE	TOTAL COST
I	Pre-Design	Principal	5.5	\$114.17	\$628
		Project Manager	3.5	\$78.74	\$276
					\$0
		Designer	1	\$78.74	\$79
		CADD	1	\$74.80	\$75
II	Schematic Design	Clerical/Admin	1	\$70.87	\$71
		Principal	5	\$114.17	\$571
		Project Manager	10	\$78.74	\$787
					\$0
		Designer	12	\$78.74	\$945
III	Design Development	CADD	6.5	\$74.80	\$486
		Clerical/Admin	2	\$70.87	\$142
		Principal	5	\$114.17	\$571
		Project Manager	10	\$78.74	\$787
					\$0
IV	Construction Documents	Designer	12	\$78.74	\$945
		CADD	7	\$74.80	\$524
		Clerical/Admin	1.5	\$70.87	\$106
		Principal	5	\$114.17	\$571
		Project Manager	11	\$78.74	\$866
V	Bidding/Permitting				\$0
		Designer	12	\$78.74	\$945
		CADD	8	\$74.80	\$598
		Clerical/Admin	2	\$70.87	\$142
		Principal	3	\$114.17	\$343
VI	Construction Administration	Project Manager	1	\$78.74	\$79
					\$0
		Designer	0	\$78.74	\$0
		CADD	0	\$74.80	\$0
		Clerical/Admin	2	\$70.87	\$142
VI	Construction Administration	Principal	5	\$114.17	\$571
		Project Manager	3.5	\$78.74	\$276
					\$0
		Designer	1	\$78.74	\$79
		CADD	1	\$74.80	\$75
VI	Construction Administration	Clerical/Admin	1	\$70.87	\$71

(A) Direct Labor (items 1+2+3+4+5+6)		\$11,748
(B) Overhead @ 20% x (A)	20.00%	\$2,350
(C) Profit @ 7% x (A) + (B)	7.00%	\$987
Subtotal Fees		\$15,084
(D) Estimated / Other Direct expenses		\$0
(E) Estimated Outside Services and Subconsultants - NO MARKUP		\$0
(F) Total Subconsultant fee		\$15,084

Schneider Structural Engineers

PROJECT: **San Xavier Sheriff Substation**
 PREPARED BY: **Schneider Structural Engineers**
 EFFECTIVE DATE: 09.16.22

DATE: **9/16/2022**

CONTRACT NUMBER:
 PRIME CONTRACTOR: WSM, a Division of
 Shive-Hattery, Inc.

CONTRACT TIME:

CONTRACT TYPE: **Structural**

ITEM NO.	PHASE DESCRIPTION	PERFORMED BY	NO. OF HOURS	ACTUAL HOURLY RATE	TOTAL COST
I	Pre-Design	Principal	6	\$62.50	375.00
		Project Manager		\$49.04	0.00
		Senior A/E		\$44.71	0.00
		A/E		\$33.65	0.00
		Designer		\$35.10	0.00
		CADD		\$27.40	0.00
		Clerical/Admin	1	\$22.00	22.00
II	Schematic Design	Principal	15	\$62.50	937.50
		Project Manager		\$49.04	0.00
		Senior A/E		\$44.71	0.00
		A/E	35	\$33.65	1,177.75
		Designer	60	\$35.10	2,106.00
		CADD		\$27.40	0.00
		Clerical/Admin	1	\$22.00	22.00
III	Design Development	Principal	6	\$62.50	375.00
		Project Manager		\$49.04	0.00
		Senior A/E		\$44.71	0.00
		A/E	56	\$33.65	1,884.40
		Designer	66	\$35.10	2,316.60
		CADD		\$27.40	0.00
		Clerical/Admin	2	\$22.00	44.00
IV	Construction Documents	Principal	8	\$62.50	500.00
		Project Manager		\$49.04	0.00
		Senior A/E		\$44.71	0.00
		A/E	50	\$33.65	1,682.50
		Designer	66	\$35.10	2,316.60
		CADD		\$27.40	0.00
		Clerical/Admin	2	\$22.00	44.00
V	Bidding/Permitting	Principal	1	\$62.50	62.50
		Project Manager		\$49.04	0.00
		Senior A/E		\$44.71	0.00
		A/E	2	\$33.65	67.30
		Designer	1	\$35.10	35.10
		CADD		\$27.40	0.00
		Clerical/Admin	1	\$22.00	22.00
VI	Construction Administration	Principal	9	\$62.50	562.50
		Project Manager		\$49.04	0.00
		Senior A/E		\$44.71	0.00
		A/E	65	\$33.65	2,187.25
		Designer	52	\$35.10	1,825.20
		CADD		\$27.40	0.00
		Clerical/Admin	1	\$22.00	22.00

(A) Direct Labor (items 1+2+3+4+5+6)		18,587.20
(B) Overhead @ 0.00% x (A)	179.00%	33,271.09
(C) Profit @ 0.00% x (A) + (B)	7.00%	3,630.07

Subtotal Fees **55,488.36**

(D) Estimated / Other Direct expenses 0.00

(E) Estimated Outside Services and Subconsultants - NO MARKUP 0.00

(F) Total Subconsultant fee 55,488.36



2022 Hourly Rate Schedule

DESCRIPTION		Unit Rate	Unit
1	PRINCIPAL/GM	\$145.00	Hour
2	PROJECT MANAGER - SR.	\$109.10	Hour
3	PROJECT MANAGER	\$96.80	Hour
4	SENIOR ESTIMATOR	\$91.04	Hour
5	ESTIMATOR	\$79.20	Hour
6	GENERAL SUPERINTENDENT	\$134.00	Hour
7	PROJECT SUPERINTENDENT	\$87.10	Hour
8	FIELD SUPERINTENDENT	\$80.60	Hour
9	PROJECT ENGINEER	\$84.04	Hour
10	SAFETY SPECIALIST	\$72.60	Hour
11	ADMINISTRATION MANAGER	\$58.50	Hour
12	PROJECT ADMINSTRATOR	\$52.10	Hour
13	CLERICAL PERSONNEL	\$49.20	Hour
14	CONTRACT ADMIN./PURCHASING	\$50.80	Hour
15	CARPENTER FOREMAN	\$71.00	Hour
16	CARPENTER	\$65.00	Hour
17	LABORER FOREMAN	\$53.00	Hour
18	LABORER	\$46.00	Hour

These rates are valid from January 1, 2022 thru December 31, 2022.
After December 31, 2022 these rates will increase up to 5% per year
unless otherwise stipulated in the contract.

Staff Category Direct Hourly Labor Rates

WSM

• Principal	\$82.00
• Project Manager	\$58.75
• Project Architect	\$42.40
• Graduate Architect	\$35.40
• Clerical / Admin	\$24.50
• Overhead	162%
• Profit	8%

DOWL

• Principal	\$86.00
• Project Manager	\$60.10
• Senior A/E	\$52.10
• Designer	\$40.86
• CADD	\$36.06
• Clerical / Admin	\$26.44
• Overhead	168.24
• Profit	10% Revised to 8%

EDA

• Principal	\$61.25
• Project Manager	\$53.00
• Senior A/E	\$44.50
• Designer	\$44.50
• CADD	\$38.00
• Clerical / Admin	\$38.00
• Overhead	120%
• Profit	7.25%

Norris

• Principal	\$59.37
• Project Manager	\$51.95
• Senior A/E	\$40.82
• Designer	\$37.11
• CADD	\$35.25
• Clerical / Admin	\$22.00
• Overhead	145%
• Profit	10% Revised to 8%

PH Mechanical

• Principal	\$114.17
• Project Manager	\$78.74
• Designer	\$78.74
• CADD	\$74.80
• Clerical / Admin	\$70.87
• Overhead	20%
• Profit	7%

Schneider Structural

• Principal	\$62.50
• Project Manager	\$49.04
• Senior A/E	\$44.71
• A/E	\$33.65
• Designer	\$35.10
• CADD	\$27.40
• Clerical / Admin	\$22.00
• Overhead	179%
• Profit	7%



Professional Services- Design Build

Pima County

SFQ-PO-2200018

Units

Rate

Total

Break Outs

Schematic Design: Project kickoff, Design-Build meetings as needed, review and define program and scope, meet with project stake holders, begin project management plan, review design issues, material selections, create initial estimate, create initial schedule. Includes design service fee for programming, conceptual design, and schematic design.

Project Management				
Lead Project Manager	30	\$	96.80	\$ 2,904.00
Scheduler-Project Engineer	5	\$	84.04	\$ 420.20
Constructability BIM review-Project Engineer	20	\$	84.04	\$ 1,680.80
Field Investigations-Project Superintendent	10	\$	87.10	\$ 871.00
				\$ 5,876.00
Estimating				
Estimator-	40	\$	79.20	\$ 3,168.00
Estimator Sr-Consultants-	20	\$	91.04	\$ 1,820.80
				\$ 4,988.80
Clerical/Office				
Clerical-processing- Contract Administration	4	\$	50.80	\$ 203.20
Internal reproductions-Lump Sum	1	\$	200.00	\$ 200.00
Meeting coordination	4	\$	30.00	\$ 120.00
				\$ 523.20
Lloyd Preconstruction Subtotal				\$ 11,388.00
Design (see design professional fee summary)				
WSM Architects- Predesign	1	\$	29,966.16	\$ 29,966.16
WSM Architects-Schematic Design	1	\$	50,892.37	\$ 50,892.37
				\$ 80,858.53
Design Services Subtotal				\$ 80,858.53
Schematic Design Total				\$ 92,246.53
7% Overhead				\$ 6,457.26
5% Profit				\$ 4,612.33
Total SD Phase				\$ 103,316.11

Design Development: Bi weekly Design Build meetings, side meetings to review specific issues or design assist items, update project management plan, update estimate, update schedule, constructability reviews, identify material issues or details, refine scope. Includes design service fee for Design Development.

Project Management				
Lead Project Manager	30	\$	96.80	\$ 2,904.00
Scheduler-Project Engineer	8	\$	84.04	\$ 672.32
Constructability BIM review-Project Engineer	40	\$	84.04	\$ 3,361.60
Field Investigations-Project Superintendent	10	\$	87.10	\$ 871.00
				\$ 7,808.92
Estimating				
Estimator-	40	\$	79.20	\$ 3,168.00
Estimator Sr-Consultants-	20	\$	91.04	\$ 1,820.80
				\$ 3,168.00
Clerical/Office				
Clerical-processing- Contract Administration	4	\$	50.80	\$ 203.20
Internal reproductions-Lump Sum	1	\$	200.00	\$ 200.00
Meeting coordination	4	\$	30.00	\$ 120.00
				\$ 523.20
Lloyd Preconstruction Subtotal				\$ 10,976.92
Design (see design professional fee summary)				
WSM Architects-Design Development	1	\$	95,647.09	\$ 95,647.09
				\$ 95,647.09
Design Services Subtotal				\$ 95,647.09
Design Development subtotal				\$ 106,624.01
7% Overhead				\$ 7,463.68
5% Profit				\$ 5,331.20
Total DD Phase				\$ 119,418.89

Pre construction FEE-BREAK DOWN-Pima County San Xavier Sheriff

Construction Documents: Bi-weekly Design Build meetings, review and develop current documents, refine project management plan, side meetings to review specific issues or design assist items, update estimate, update schedule, constructability reviews, subcontractor bid list, develop scope abstracts. Includes design service fee for Construction Documents. **Deliverables at 50%, 90%, 100% Permit Documents.**

Project Management				
Lead Project Manager	40	\$	96.80	\$ 3,872.00
Scheduler-Project Engineer	12	\$	84.04	\$ 1,008.48
Constructability BIM review-Project Engineer	40	\$	84.04	\$ 3,361.60
Field Investigations-Project Superintendent	40	\$	87.10	
				\$ 8,242.08
Estimating				
Estimator-	120	\$	79.20	\$ 9,504.00
Estimator Sr-Consultants-	40	\$	91.04	
				\$ 9,504.00
Clerical/Office				
Clerical-processing- Contract Administration	4	\$	50.80	\$ 203.20
Internal reproductions-Lump Sum	1	\$	200.00	\$ 200.00
Meeting coordination	4	\$	30.00	\$ 120.00
				\$ 523.20
Lloyd Preconstruction Subtotal				\$ 18,269.28
Design (see design professional fee summary)				
WSM Architects-Construction Documents	1	\$	139,666.52	\$ 139,666.52
WSM Architects-Bidding and Negotiations	1	\$	17,261.95	\$ 17,261.95
				\$ 156,928.47
Design Services Subtotal				\$ 156,928.47
Construction Document Phase Subtotal				\$ 175,197.75
7% Overhead				\$ 12,263.84
5% Profit				\$ 8,759.89
Total CD Phase Total				\$ 196,221.48

Construction Administration: Design professional evaluation of progress, construction support, documentation, as-built documents, close-out, warranty.				
Construction Administration				
WSM Architects/Consultants	1	\$	69,029.27	\$ 69,029.27
Estimator/CA assist-	40	\$	79.20	\$ 3,168.00
Contract Admin-processing	80	\$	50.80	\$ 4,064.00
				\$ 76,261.27
CA Services Subtotal				\$ 76,261.27
7% Overhead				\$ 5,338.29
5% Profit				\$ 3,813.06
Total CA Services				\$ 85,412.62
Total Preconstruction and Design				\$ 504,369.11

Fee Summary	
Lloyd Schematic Design Phase-Labor	\$ 11,388.00
Lloyd Design Development Phase-Labor	\$ 10,976.92
Lloyd Construction Documents Phase-Labor	\$ 18,269.28
Lloyd Construction Closeout & Warranty	\$ 7,232.00
Lloyd Construction total	\$ 47,866.20
Lloyd Construction profit and overhead	\$ 54,039.55
WSM Schematic Design Phase-Labor	\$ 80,858.53
WSM Design Development Phase-Labor	\$ 95,647.09
WSM Construction Documents Phase-Labor	\$ 156,928.47
WSM CA Services	\$ 69,029.27
WSM and Engineers Total	\$ 402,463.36

Reimbursable Expenses				
Lloyd and WSM	1	\$	2,500.00	\$ 2,500.00
				\$ 2,500.00
Total Reimbursable				\$ 2,500.00

ID	Task Name	Duration	Start	Finish	Predecessors	4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter		
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	San Xavier Sheriff Substation	300 days	Tue 11/15/22	Mon 1/8/24																			
2	Notice to Proceed	1 day	Tue 11/15/22	Tue 11/15/22																			
3	Design	171 days	Wed 11/16/22	Wed 7/12/23																			
4	Conceptual Design	36 days	Wed 11/16/22	Wed 1/4/23																			
5	Conceptual Design	20 days	Wed 11/16/22	Tue 12/13/22	2																		
6	Conceptual Design Charret	1 day	Wed 12/14/22	Wed 12/14/22	5																		
7	Concept Cost Model	10 days	Thu 12/15/22	Wed 12/28/22	6																		
8	Owner Review	5 days	Thu 12/29/22	Wed 1/4/23	7																		
9	Design Development	45 days	Thu 1/5/23	Wed 3/8/23																			
10	Design Development	20 days	Thu 1/5/23	Wed 2/1/23	8																		
11	DD Cost Model	10 days	Thu 2/2/23	Wed 2/15/23	10																		
12	Long Lead Procurement	15 days	Thu 2/2/23	Wed 2/22/23																			
13	GMP #1 Steel, Electrical, HVAC	10 days	Thu 2/2/23	Wed 2/15/23	10																		
14	GMP #2 Earthwork and Grading	10 days	Thu 2/9/23	Wed 2/22/23	11																		
15	Owner Review	10 days	Thu 2/23/23	Wed 3/8/23	11,12																		
16	Construction Documents	60 days	Thu 3/9/23	Wed 5/31/23																			
17	Construction Document	35 days	Thu 3/9/23	Wed 4/26/23	15																		
18	GMP #3 Site and Building	15 days	Thu 4/27/23	Wed 5/17/23	17																		
19	Owner Review	10 days	Thu 5/18/23	Wed 5/31/23	18																		
20	Permitting-Development Plan	60 days	Thu 3/9/23	Wed 5/31/23	15																		
21	Permitting- Building	60 days	Thu 4/20/23	Wed 7/12/23	17																		
22	Construction	228 days	Thu 2/23/23	Mon 1/8/24																			
23	Mobilization	1 day	Thu 2/23/23	Thu 2/23/23	14																		
24	Construction-Building and Site	224 days	Fri 2/24/23	Wed 1/3/24	23																		
25	Punchlist	2 days	Thu 1/4/24	Fri 1/5/24	24																		
26	Substantial Completion	1 day	Mon 1/8/24	Mon 1/8/24	25																		

Project: Project1 Date: Mon 8/1/22	Task		Inactive Task		Manual Summary Rollup		External Milestone	
	Split		Inactive Milestone		Manual Summary		Deadline	
	Milestone		Inactive Summary		Start-only		Progress	
	Summary		Manual Task		Finish-only		Manual Progress	
	Project Summary		Duration-only		External Tasks			



LLOYCON-01

EMASCOLINO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

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 Liberty Mascolino Insurance Services, LLC 1201 S. Alma School Road, Suite 14700 Mesa, AZ 85210	CONTACT NAME: Kellie Shano	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: kellie.shano@libertycompany.com	
INSURED Lloyd Construction and Complete Concrete 2180 N. Wilmot Tucson, AZ 85712	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westfield Insurance Company	24112
	INSURER B : Allied World Insurance Company	22730
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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:	X	X	CMM227256N	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CMM227256N	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CMM227256N	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WCP264020P	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Polli/Prof			2693635	5/1/2022	5/1/2023	Aggregate 3,000,000

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

Re: Design-Build Services – San Xavier Sheriff Substation

Where required per written contract or agreement, Certificate holder and others are Additional Insured subject to all policy terms conditions and exclusions. Coverage is primary and non contributory. Waiver of subrogation shall apply.

The General Liability and Commercial Auto Liability policies include County, its departments, districts, boards, commission, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CMAR.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Pima County Procurement Design & Construction 150 West Congress Street 5th Floor Tucson, AZ 85701-1317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Liberty Mascolino Insurance Services, LLC		NAMED INSURED Lloyd Construction and Complete Concrete 2180 N. Wilmot Tucson, AZ 85712	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

The General Liability, Commercial Auto Liability and Workers Compensation policies contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents and employees for losses arising from work performed by or on behalf of the contractor.

General Liability policy is primary and any insurance carried by the Department, its agents, officials, employees or County will be excess and not contributory insurance.

Note:

Professional Liability Limit for each act, error or omission \$3,000,000

Professional Liability Aggregate Limit \$3,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROJECT(S) AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which can be attributed only to "your work" at a single designated project shown in the Schedule above:
1. A separate Designated Project Aggregate Limit applies to each designated project, and that limit is equal to the amount of the Aggregate Limit shown in the Declarations.
 2. The Designated Project Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Section I - Coverages for damages shall reduce the Designated Project Aggregate Limit for that designated project. Such payments shall not reduce the Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project Aggregate Limit for any other designated project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence continue to apply. However, instead of being subject to the Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which cannot be attributed only to "your work" at a single designated project shown in the Schedule above:
1. Any payments made under Section I - Coverages for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" shall reduce the amount available under the Aggregate Limit; and
 2. Such payments shall not reduce any Designated Project Aggregate Limit.
- C.** If the applicable designated project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project.
- D.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

OWNERS OR CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following is added to Paragraph **12. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we

make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

AUTO DEALERS COVERAGE FORM

SECTION I - COVERED AUTOS COVERAGES D. Covered Autos Liability Coverage 2. Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of conduct of an "insured" and only to the extent of that liability for the covered auto shown in the schedule.

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

SECTION II - COVERED AUTO LIABILITY COVERAGE A. Coverage 1. Who Is An Insured is amended to include as an insured the person(s) or in the Schedule, but only with respect to their liability arising out of conduct of an "insured" and only to the extent of that liability for the covered auto shown in the schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

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:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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 any one not named in the Schedule.

Schedule

Any person or organization for whom you are performing work when you and such person or organization have agreed in a written contract, executed prior to the accident or loss for which we make payment under this workers compensation policy, that you must add that person or organization under a Waiver Of Our Right To Recover From Others Endorsement on a policy of Workers Compensation insurance.

State: Arizona

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d.** Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **A. Coverage**, **2. Coverage Extensions**, **a. Supplementary Payments**, subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **B. Exclusions**, **5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage**, **4. Coverage Extensions**, **a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item **4. Coverage Extensions**:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, **A. Coverage**, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions**, subparagraph 3.a. is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item **D. Deductible** the following paragraph is added:

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

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not

mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, **B. General Conditions**, **2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, **B. General Conditions**, **7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under **SECTION V - DEFINITIONS**, Item **C.** is replaced by the following:

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".