



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/17/20

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Security Design Consulting, LLC (Headquarters: Colorado Springs, CO)

***Project Title/Description:**

Pima County Adult Detention Complex - Security Electronics Replacement Design

***Purpose:**

Award: Contract No. CT-FM-21-091. This Contract is for a one-time award in the discrete amount of \$500,000.00 (including sales tax). Administering Department: Facilities Management.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PO-2000013 was conducted. Three (3) responses were received and evaluated. Two (2) responses met the requirements to be elevated to Step 2 of the RFP. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

PRCUID: 367669

Attachments: Notice of Recommendation for Award and Consultant Services Contract.

***Program Goals/Predicted Outcomes:**

To provide design services which clearly define and document the requirements for an improved, effective and fully integrated security electronics system at the Pima County Adult Detention Complex.

***Public Benefit:**

Replacement of the security electronics system at the Adult Detention Complex will ensure the safety of the community, inmates and staff.

***Metrics Available to Measure Performance:**

The project team (Security Electronics Consultant, the Facilities Management Department, the Sheriff's Department and CMAR) work well together so that the project is completed within budget and in a timely manner so that the facility remains safe and secure.

***Retroactive:**

No.

To: COB- 7-28-20
Ver. - 1
pgs - 40 (11)

Contract / Award Information

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 21-091
 Commencement Date: 08/17/20 Termination Date: 11/30/22 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 500,000.00 ☐ Revenue Amount: \$ _____

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

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

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

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

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

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

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Scott Loomis, CPPB Digitally signed by Scott Loomis
DN: cn=Scott Loomis, o=Pima County, email=loomis@pima.gov, c=US

Ana Wilber Digitally signed by Ana Wilber
Date: 2020.07.23 10:58:37 -07'00'

Department: Procurement

Telephone: 520-724-8272

Department Director Signature/Date: Sheila Hollen for Lisa Josker

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. Bullock 7/23/20

(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: July 23, 2020

The Facilities Management hereby issues formal notice to respondents to Solicitation No. RFP-PO-2000013 for Pima County Adult Detention Complex – Security Electronics Replacement Design 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 August 17, 2020.

Award is recommended to the highest scoring proposal.

AWARDEE NAME

Security Design Consulting, LLC

AWARD AMOUNT

\$500,000.00

OTHER RESPONDENT NAMES

Latta Technical Services, Inc.

Spectrum Engineers, Inc.

Issued by: Scott Loomis, CPPB, Procurement Officer

Telephone Number: 520-724-8272

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

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

PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT

PROJECT: Pima County Adult Detention Complex - Security Electronics Replacement Design

CONSULTANT: Security Design Consulting, LLC
2120 Academy Circle, Suite H
Colorado Springs, CO 80909

CONTRACT NO.: CT-FM-21-091

AMOUNT: \$500,000.00

FUNDING: FM Capital Non-Bond Projects

CONSULTANT SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called COUNTY, and Security Design Consulting, LLC, hereinafter called CONSULTANT, and collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT qualified to provide Architectural and Engineering Design Services for the Pima County Adult Detention Complex - Security Electronics Replacement Design ("Project"); and

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

WHEREAS, based on CONSULTANT's representations in response to Pima County Solicitation No. RFP-PO-2000013, CONSULTANT was determined to be the most advantageous response for this Project; and

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

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

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on August 17, 2020, and terminates on November 30, 2022, unless sooner terminated or further extended pursuant to the provisions of this Contract.

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

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Architectural and Engineering Design Services for the COUNTY as described in **EXHIBIT "A" - SCOPE OF SERVICES** (10 pages), an attachment to this contract, and to complete such services within the term and value of this Contract as it may be modified in accordance with **Article 5**. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.

ARTICLE 3 - DEFINITIONS

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

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

Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Fully Burdened Hourly Labor Rate, identified in **EXHIBIT "B" - COMPENSATION SCHEDULE** (7 pages).

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

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

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

ARTICLE 4 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT Not to Exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00). CONSULTANT'S fees will be as stated in **EXHIBIT B: COMPENSATION SCHEDULE** (7 Pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. COUNTY may consider adjustments to rates in connection with any extensions of the Contract term.

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

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

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

ARTICLE 5 – PROJECT BASELINE AND ADJUSTMENTS

- A. COUNTY and CONSULTANT have agreed upon the Project scope and the total Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- B. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
1. A delay in the work attributable to a failure by COUNTY to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one (1) day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
 2. There is no adjustment for any delay in the work attributable to a failure by CONSULTANT to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by CONSULTANT to adhere to its schedule expectations, CONSULTANT will provide a recovery plan to COUNTY within five (5) days of COUNTY's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for CONSULTANT to make more than two (2) submissions of plans or documents for approval is a failure by CONSULTANT to adhere to its schedule commitments. CONSULTANT's work associated with additional reviews is non-compensable.
 3. A delay in the work attributable to any other cause that differs materially from the expectations of the Parties regarding that cause is an excusable delay for which the Parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
 4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
 5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the Parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
 6. The Parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work

requested or directed in writing by COUNTY that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.

7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- C. CONSULTANT agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by CONSULTANT to complete the work after the completion date in the schedule are not reimbursable under this Contract.

ARTICLE 6 – REALLOCATION OF FUNDS

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

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

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

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

ARTICLE 7 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. CONSULTANT’S insurance will be placed with companies licensed in the State of Arizona and insureds will have an “A.M. Best” rating of not less than A- VII.

7.1 Minimum Scope and Limits of Insurance:

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

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

7.1.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

7.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

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

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

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of three (3) years beginning at the time work under this Contract is completed.

7.2 Additional Insurance Requirements:

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

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

7.2.2 Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.

7.2.3 Primary Insurance: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance.

7.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

7.3 Notice of Cancellation:

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-payments of a premium. Notice shall include the COUNTY project or contract number and project description.

7.4 Verification of Coverage:

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

7.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, prior to, commencement of work under the Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

7.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

7.5 Approval and Modifications:

COUNTY Risk 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 certificate or endorsement, or the COUNTY'S receipt of any other information from the CONSULTANT, its insurance broker(s) and /or insurer(s), constitutes a waiver of any of the Insurance Requirements.

ARTICLE 8 – INDEMNIFICATION

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

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

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

ARTICLE 9 – COMPLIANCE WITH LAWS

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

ARTICLE 10 – STATUS OF CONSULTANT

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT

from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 11 – CONSULTANT'S PERFORMANCE

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

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

ARTICLE 12 – NON-WAIVER

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

ARTICLE 13 – SUBCONSULTANT

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

ARTICLE 14 – NON-ASSIGNMENT

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

ARTICLE 15 – NON-DISCRIMINATION

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

ARTICLE 16 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required

of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so may result in the termination of this Agreement.

ARTICLE 17 – CANCELLATION FOR CONFLICT OF INTEREST

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

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

ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT will be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
 - 1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 - 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 - 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT's performance of this Contract;
 - 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 - 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 - 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 - 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
3. Subject to the immediately preceding subparagraph 2., COUNTY's liability to CONSULTANT will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which COUNTY has not previously made payment.

D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—

1. Excepting item 8. in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
2. CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.

E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, COUNTY determines that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if COUNTY had terminated the Contract for convenience.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 19 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option

of the COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

ARTICLE 20 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 21 – NOTICES

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

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

CONSULTANT:
Timothy Lance Timmsen, President
Security Design Consulting, LLC
2120 Academy Circle, Suite H
Colorado Springs, CO 80909
Tel: (719) 232-2896

ARTICLE 22 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in Request for Proposals No. RFP-PO-2000013, and on representations and information in the CONSULTANT'S response to said RFP. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

ARTICLE 23 – REMEDIES

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

ARTICLE 24 – SEVERABILITY

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

ARTICLE 25 – BOOKS AND RECORDS

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

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

ARTICLE 26 – DELAYS

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

ARTICLE 27 – DISPUTES

In the event of a dispute between the Parties regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 29 – PUBLIC INFORMATION

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

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

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

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

ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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

ARTICLE 31 – ISRAEL BOYCOTT CERTIFICATION

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.

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ARTICLE 32 - ENTIRE AGREEMENT

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

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

PIMA COUNTY:

CONSULTANT:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



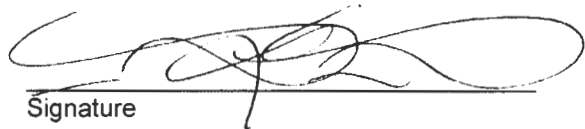
Deputy County Attorney

Regina L. Nassen

Name (Please Print)

July 22, 2020

Date



Signature

Timothy Lance Timmsen, President

Name and Title (Please Print)

06/30/2020

Date

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

A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

1. General Provisions:

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

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

The CONSULTANT shall be an independent designer not affiliated with any one manufacturer.

The COUNTY intends to utilize the Construction Manager at Risk (CMAR) delivery method for the construction services.

If a Guaranteed Maximum Price construction of the Project, or any phase thereof, is not received for an amount within the construction budget, the COUNTY shall implement options as defined in section 4 of this document.

The CONSULTANT shall prepare minutes of all meetings in the design phase between the COUNTY, the CMAR and the CONSULTANT, for review and approval by the COUNTY. Meetings shall take place, at a minimum, on a bi-weekly basis with the COUNTY and the CONSULTANT'S TEAM through the design phase.

During the design phase of the project the CONSULTANT shall prepare a Master Project Schedule to encompass the entire project including the construction phase for review and approval by the COUNTY. The CONSULTANT shall develop the baseline project schedule in Microsoft Project with input from the CMAR and the COUNTY. The CONSULTANT shall then be responsible to maintain and update the schedule on a monthly basis until construction begins. Along with the schedule the CONSULTANT shall provide progress reports to the COUNTY's project manager on a bi-monthly basis throughout the Design Services. The CONSULTANT shall submit each schedule revision to the COUNTY for review and approval.

2. Project Narrative:

The project is located at the Pima County Adult Detention Complex, 1270 W. Silverlake Road, Tucson, AZ. The original jail building was constructed in the 1960s and has undergone expansion projects in the 1980s and again in 2002. The complex encompasses more than 300,000 square feet and includes administration, visitor lobby, vehicular sallyport, intake, housing areas with dayrooms and exercise yards, video visitation, infirmary, kitchen and property storage. The security electronics system is outdated and past its useful life.

The Security Electronics Systems have been serviced and modified over the years and the results are disorganized equipment racks and enclosures. Parts are outdated and difficult to acquire. Various equipment rooms throughout the facility have been abandoned and it is unknown if the existing wiring is still part of the current Security Electronics Systems or

completely isolated and unused. There are many wires, terminations, relays, old control boards and other miscellaneous outdated equipment throughout the facility creating operational deficiencies. The existing video surveillance and recording system is made up of multiple manufacturers and technologies, some of which have been "End of Lifed" and will soon lose support. Video surveillance has been degraded due to mixing old and new technologies and equipment. The existing audio system has components that are old and no longer manufactured and will soon not be supported

The Consultant is to clearly define the facility's needs and desires for an improved, effective and fully integrated security electronics system throughout the Pima County Adult Detention Complex. Work is to consist of design, coordination, cost estimating and construction administration. The design is to detail system improvements/replacements to the security electronic system including but not limited to the below:

1. Trace and remove all existing abandoned wiring and controls throughout the entire complex
2. Replace the entire video surveillance and recording system - Remove the outdated hybrid analog/digital based systems and replace with completely new, fully integrated digital based system. Provide additional cameras as needed.
3. Replace the entire door control system throughout – remove all of the existing hard graphic control panels, touch screens, intercom and paging equipment, network equipment, utility controls and other miscellaneous security electronics equipment and replace it with an all new fully integrated PLC/relay-based touch screen security electronics controls system.
4. Update the existing control room layouts

All design and construction work is to occur while still maintaining a safe and secure facility.

The County's Project Team will consist of representatives from Pima County Facilities Management (PCFM) who will have final decision making authority during both the design and construction phases. Other participants on the design team may include members from Pima County Sheriff's Department and other stakeholders that the County has identified.

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

3. Security Electronics Consulting Services

Design services for this project shall consist of Pre-design, Schematic Design, Design Development, Construction Documents, CMAR Coordination, GMP Review, Construction Administration and Record Drawings as described further in the Design Services Detail section below.

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

- Existing Conditions Survey
- Programming
- Schematic Design
- Design Development
- Construction Documentation in three submittals
 - 50% Construction Documents Review
 - 90% Construction Documents Review
 - 100% Construction Documents
- CMAR Coordination and GMP Review
- Construction Administration
- Record Drawings

These Design services shall include the following disciplines:

- Security Electronics
- Electrical Engineering and Emergency Power as-needed
- Telecommunication Systems Design as-needed
- Fire Alarm Engineering as-needed
- Cost Estimating at all phases

CONSULTANT to provide design services for infrastructure, cabling, and layout of security systems with consultation with Pima County Facilities Management in order to provide complete systems

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

4. Estimated Budget & Cost Control

The total construction budget for this Project shall not exceed **\$6,500,000**.

The CONSULTANT is responsible to maintain the project's design within the construction budget. The cost estimator needs to be well aware of construction costs within the southern Arizona market. If necessary, the CONSULTANT shall recommend value-engineering items, scope changes, and add alternates for COUNTY review and approval. If the Consultant's estimate of the Cost of Work exceeds the Construction Budget, **at any phase/submittal**, Pima County shall have the following options:

1. Reject the submittal, and require the Consultant to redesign the Project, update the submittal and the cost estimate at no additional cost to the COUNTY; or
2. Give written approval of an increase in budget for the Cost of the Work; or
3. Conditionally approve the submittal, directing the Consultant to work with the Project Manager, CMAR and other stakeholders to revise the scope and quality of the Project as required to meet the Construction Budget; or
4. Terminate the contract in accordance with contract provisions contained in Article 19.

At each submittal phase, the COUNTY and the CONSULTANT will review the cost estimate for approval.

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

- a) Pre-Design through Construction Document – Ten Months
- b) Permits and GMP Development – Three Months
- c) Construction – Twelve Months
- d) Project Closeout – Two Months

The master project schedule shall be developed by the CONSULTANT per the above timelines with input from the COUNTY, CMAR and the Project Team.

6. Pre-Design Services Detail:

a. Existing Conditions Survey:

The CONSULTANT shall visit the project site and document existing conditions. The CONSULTANT shall provide to the COUNTY's Project Manager AutoCAD drawings of the existing conditions. All drawings prepared by the CONSULTANT shall be in AutoCAD (2017, or newer, format) using the National CAD Standards Layering Convention (version 4 or later). The COUNTY shall provide all available documentation of the original construction and floor plans as available.

b. Programming:

At the award of this contract, the CONSULTANT shall meet with the project stakeholders to verify the program and functional needs for the security electronics replacement. The previously developed facility assessment will be given to the consultant at the time of award outlining findings and the general project requirements.

7. Design Services Detail:

a. Applicable Codes and Regulations:

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

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

The CONSULTANT must comply with all Pima County, Arizona State Fire Marshall and any other Authorities Having Jurisdiction's adopted codes.

The CONSULTANT must comply with Pima County Zoning requirements.

b. Schematic Design Phase:

Upon the COUNTY written approval of the Project Program, the CONSULTANT shall continue into the Schematic Design Phase of the Project, The CONSULTANT shall visit the project site and meet with the Project Team to discuss and coordinate the specifics of the project.

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

The Schematic Design Submittal shall provide the information necessary to proceed to the Design Development Phase of the Project and shall include at a minimum drawings, design narratives from each discipline, outline specifications, calculations and other documents which establish the general scope and conceptual design, and any other preliminary concern specific to the Project.

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

At the time of the submission, the CONSULTANT shall submit to the COUNTY, a Statement of Probable Construction Cost. Provide a copy in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. The CONSULTANT shall review the CMAR's cost estimate, provide scope clarifications and reconcile the CONSULTANT and CMAR cost estimates.

The COUNTY will provide written review comments and the CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments one week prior to the next submittal. A document review session will be held with the COUNTY, CMAR, Project Team and the CONSULTANT's team.

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

c. Design Development Phase:

This Phase consists of drawings, specifications, proposed equipment schedules and cut-sheets, and other documents necessary to describe the size and character of the entire Project as to security electronics and electrical systems, materials, and such other

disciplines and essentials as may be appropriate. Design Development Documents shall be submitted to the COUNTY for review and approval.

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

At the time of the submission, the CONSULTANT shall submit an Estimate of Construction Cost. Provide in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. The CONSULTANT shall review the CMAR's cost estimate, provide scope clarifications and reconcile the CONSULTANT and CMAR estimate's.

The COUNTY will provide written review comments and the CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments prior to the next submittal.

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

d. Construction Documents Phase (50%, 90% & 100%):

The CONSULTANT shall prepare from the approved Design Development Documents, 50%, 90% and 100% completed Construction Documents, including preliminary drawings, book Specifications and product cut-sheets and any required design related calculations. The COUNTY will submit these documents to Development Services and other agencies for permit review.

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

The CONSULTANT must receive from the COUNTY's Project Manager's written approval of the Completed Construction Documents before proceeding to the next phase. Upon approval of the submittal, CONSULTANT shall make any required changes during permitting and GMP development.

e. GMP Cost Review and Reconciliation Phase:

The CONSULTANT shall assist the COUNTY in answering any questions that may arise from the CMAR pertaining to the Construction Documents. Should Addenda become necessary, the CONSULTANT shall prepare and distribute same with direction provided by the COUNTY's Project Manager. The CONSULTANT will assist in the review of sub-contractor bids and the sub-contractor buyout, contingencies and allowances to help determine the most advantageous Guaranteed Maximum Price (GMP) to the COUNTY and for recommending that GMP for award by the Pima County Board of Supervisors.

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

f. Construction Administration Phase of the Construction Contract:

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

The term "CMAR" as used herein shall mean the party entering into a contract with COUNTY for CMAR services.

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

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

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

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

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

The CMAR shall chair a weekly construction meeting on site with CONSULTANT and the COUNTY and provide written minutes of the meetings to all attendees. The CONSULTANT will review weekly meeting minutes and notify CMAR of required revisions or corrections.

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

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

Notwithstanding any provisions of previous paragraphs, and based on such observations at the site and on the CMAR's Applications for Payment, the CONSULTANT shall

determine the amount owing to the CMAR and certify the payment of such amounts on the CMAR's Applications for Payment.

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

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

Defective work not remedied, or;

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

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

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

Damage to another contract, or;

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

Unsatisfactory execution of the Work by the CMAR.

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

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

The CONSULTANT shall review the CMAR'S as-built documents periodically, but at a minimum of monthly, to verify that changes made either thru discussions in the field or thru submitted documentation are incorporated into the as-built set. If the as-builts do not reflect the current site conditions then the COUNTY shall be notified, the CMAR notified and the payment application shall not be approved until the as-builts are corrected and the COUNTY agrees that the requirement has been met.

The CONSULTANT shall be, in the first instance, the interpreter of the requirements of the Contract Documents and of the performance there under by both the COUNTY and CMAR.

The CONSULTANT shall recommend decisions on all claims from the COUNTY or CMAR relating to the execution and progress of the work on all other matters or questions related thereto.

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

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

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

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

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

g. Project Close Out

The CONSULTANT shall review the CMAR'S as-built plans for accuracy and completeness at the completion of the project and submit the Record Drawings Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the COUNTY at the time of submission.

- a. As part of the Project Closeout requirements, the CONSULTANT shall prepare records drawings in AutoCAD format which contain external references (x-refs) by using the "Bind" command so that the x-ref drawing becomes part of the final drawing. This will prevent unintentional updating of archived drawings by later changes to referenced drawings. Binding an x-ref to the final drawing makes the x-ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x-ref drawings, including all its x-ref-dependent names objects (blocks, dimension styles, layers, linetypes, 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.

- b. 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.
- c. Do not create drawings using proxy objects.
- d. Provide a digital copy of the Record Drawings in AutoCAD format and deliver to the COUNTY.
- e. The CONSULTANT shall provide a PDF file for each sheet within the original Construction Drawings Package. Each file shall be labeled with the sheet name; i.e. TY001, E-01, etc.
- f. If the CONSULTANT used Revit to develop the Construction Drawings, the CONSULTANT shall provide Revit files to the COUNTY in addition to any AutoCAD format drawings provided.

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

B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

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

- 1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager. Reproduction costs;
- 2. A Project Manager from Facilities Management assigned to work with the CONSULTANT;
- 3. Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;
- 4. Any reports and/or mitigation known to Pima County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
- 5. Any building Materials and Finishes Standards desired by the COUNTY;
- 6. Apply for and pay all building permit fees to include Pima County Wastewater fees (if any);
- 7. Consultation with Pima County officials as required.
- 8. Obtain and pay for third party Commissioning Agent as required.
- 9. PCFM will Provide Pima County Design and Construction Standards.

MAP OF THE AREA



END EXHIBIT "A" – SCOPE OF SERVICES

EXHIBIT "B" - COMPENSATION SCHEDULE (7 pages)

Compensation Schedule - Summary						2-Jul-20
Pima County Adult Detention Facility						
			PRIME CONSULTANT FEE	SUBCONSULTANTS' FEE		
TASK	DESCRIPTION	PHASE TOTAL	SECURITY ELECTRONICS SECURITY DESIGN CONSULTING	SUBS' TOTALS	ELECTRICAL DLR-ELECT	ARCHITECTURE DLR-ARCH
1	EXISTING CONDITIONS SURVEY	\$91,810	\$88,040	\$3,770	\$2,275	\$1,495
2	PROGRAMMING	\$40,855	\$32,640	\$8,215	\$0	\$8,215
3	SCHEMATIC DESIGN	\$80,175	\$75,560	\$4,615	\$3,725	\$890
4	ASSIST CMAR SELECTION	\$10,520	\$10,520	\$0	\$0	\$0
5	DESIGN DEVELOPMENT	\$30,060	\$25,300	\$4,760	\$3,170	\$1,590
6	GMP DEVELOPMENT AND REVIEW	\$16,320	\$16,320	\$0	\$0	\$0
7	CONSTRUCTION DOCUMENTS 50%	\$44,945	\$37,780	\$7,165	\$3,885	\$3,280
8	CONSTRUCTION DOCUMENTS 90%	\$42,665	\$37,780	\$4,885	\$3,665	\$1,220
9	CONSTRUCTION DOCUMENTS 100%	\$40,055	\$38,280	\$1,775	\$1,775	\$0
10	PERMITTING AND FINALIZE GMP	\$15,120	\$15,120	\$0	\$0	\$0
11	CONSTRUCTION ADMINISTRATION	\$74,070	\$70,720	\$3,350	\$2,320	\$1,030
12	RECORD DRAWINGS	\$7,340	\$3,880	\$3,460	\$2,340	\$1,120
TOTAL FEE		\$493,935	\$451,940	\$41,995	\$23,155	\$18,840

SECURITY DESIGN CONSULTING

Compensation Schedule - Details

PROJECT:

Pima County Adult Detention Facility

DATE: 2-Jul-20

HOURS CALCULATION

ITEM	HOURS	RATES	FEE	SUBTOTALS	Weeks / Phase	Hours / Week	Hours / Phase
1 EXISTING CONDITIONS SURVEY					8		
Principal Security Consultant	256	\$ 195	\$ 49,920			32	256
Design Security Consultant	256	\$ 145	\$ 37,120			32	256
QA/QC Engineer	8	\$ 125	\$ 1,000			1	8
Subtotal Hours for Phase	520						
Expenses (travel/other)			\$ -				
			\$	88,040			
2 PROGRAMMING					4		
Principal Security Consultant	96	\$ 195	\$ 18,720			24	96
Design Security Consultant	96	\$ 145	\$ 13,920			24	96
QA/QC Engineer	0	\$ 125	\$ -			0	0
Subtotal Hours for Phase	192						
Expenses (travel/other)			\$ -				
			\$	32,640			
3 SCHEMATIC DESIGN					8		
Principal Security Consultant	192	\$ 195	\$ 37,440			24	192
Design Security Consultant	256	\$ 145	\$ 37,120			32	256
QA/QC Engineer	8	\$ 125	\$ 1,000			1	8
Subtotal Hours for Phase	456						
Expenses (travel/other)			\$ -				
			\$	75,560			
4 ASSIST CMAR SELECTION					2		
Principal Security Consultant	48	\$ 195	\$ 9,360			24	48
Design Security Consultant	8	\$ 145	\$ 1,160			4	8
QA/QC Engineer	0	\$ 125	\$ -			0	0
Subtotal Hours for Phase	56						
Expenses (travel/other)			\$ -				
			\$	10,520			
5 DESIGN DEVELOPMENT					4		
Principal Security Consultant	32	\$ 195	\$ 6,240			8	32
Design Security Consultant	128	\$ 145	\$ 18,560			32	128
QA/QC Engineer	4	\$ 125	\$ 500			1	4
Subtotal Hours for Phase	164						
Expenses (travel/other)			\$ -				
			\$	25,300			
6 GMP DEVELOPMENT AND REVIEW					2		
Principal Security Consultant	48	\$ 195	\$ 9,360			24	48
Design Security Consultant	48	\$ 145	\$ 6,960			24	48
QA/QC Engineer	0	\$ 125	\$ -			0	0
Subtotal Hours for Phase	96						
Expenses (travel/other)			\$ -				
			\$	16,320			
7 CONSTRUCTION DOCUMENTS 50%					4		
Principal Security Consultant	96	\$ 195	\$ 18,720			24	96
Design Security Consultant	128	\$ 145	\$ 18,560			32	128
QA/QC Engineer	4	\$ 125	\$ 500			1	4
Subtotal Hours for Phase	228						
Expenses (travel/other)			\$ -				
			\$	37,780			
8 CONSTRUCTION DOCUMENTS 90%					4		
Principal Security Consultant	96	\$ 195	\$ 18,720			24	96
Design Security Consultant	128	\$ 145	\$ 18,560			32	128
QA/QC Engineer	4	\$ 125	\$ 500			1	4
Subtotal Hours for Phase	228						
Expenses (travel/other)			\$ -				
			\$	37,780			
9 CONSTRUCTION DOCUMENTS 100%					4		
Principal Security Consultant	96	\$ 195	\$ 18,720			24	96
Design Security Consultant	128	\$ 145	\$ 18,560			32	128
QA/QC Engineer	8	\$ 125	\$ 1,000			2	8
Subtotal Hours for Phase	232						
Expenses (travel/other)			\$ -				
			\$	38,280			
10 PERMITTING AND FINALIZE GMP					12		
Principal Security Consultant	24	\$ 195	\$ 4,680			2	24
Design Security Consultant	72	\$ 145	\$ 10,440			6	72
QA/QC Engineer	0	\$ 125	\$ -			0	0

SECURITY DESIGN CONSULTING

Compensation Schedule - Details

PROJECT:

Pima County Adult Detention Facility

DATE: 2-Jul-20

HOURS CALCULATION

ITEM	HOURS	RATES	FEE	SUBTOTALS	Weeks / Phase	Hours / Week	Hours / Phase
Subtotal Hours for Phase	96						
Expenses (travel/other)			\$ -				
			\$	15,120			
11 CONSTRUCTION ADMINISTRATION					52		
Principal Security Consultant	208	\$ 195	\$ 40,560			4	208
Design Security Consultant	208	\$ 145	\$ 30,160			4	208
QA/QC Engineer	0	\$ 125	\$ -			0	0
Subtotal Hours for Phase	416						
Expenses (travel/other)			\$ -				
			\$	70,720			
12 RECORD DRAWINGS					8		
Principal Security Consultant	8	\$ 195	\$ 1,560			1	8
Design Security Consultant	16	\$ 145	\$ 2,320			2	16
QA/QC Engineer	0	\$ 125	\$ -			0	0
Subtotal Hours for Phase	24						
Expenses (travel/other)			\$ -				
			\$	3,880			
TOTAL	1388		\$	451,940			

Hourly Rates

Principal Security Consultant	\$ 195.00
Design Security Consultant	\$ 145.00
QA/QC Engineer	\$ 125.00

PROJECT:

Pima County Adult Detention Facility

DATE: 2-Jul-20

HOURS CALCULATION

ITEM	HOURS	RATES	FEE	SUBTOTALS	Weeks / Phase	Hours / Week	Hours / Phase
1 EXISTING CONDITIONS SURVEY					8		
Principal Engineer	2	\$ 225	\$ 450			0.25	2
Design Engineer	10	\$ 165	\$ 1,650			1.25	10
Staff Engineer	0	\$ 140	\$ -			0.00	0
Subtotal Hours for Phase	12						
Expenses (travel/other)			\$ 175				
			\$	2,275			
2 PROGRAMMING					4		
Principal Engineer	0	\$ 225	\$ -			0.00	0
Design Engineer	0	\$ 165	\$ -			0.00	0
Staff Engineer	0	\$ 140	\$ -			0.00	0
Subtotal Hours for Phase	0						
Expenses (travel/other)			\$ -				
			\$	-			
3 SCHEMATIC DESIGN					8		
Principal Engineer	2	\$ 225	\$ 450			0.25	2
Design Engineer	12	\$ 165	\$ 1,980			1.50	12
Staff Engineer	8	\$ 140	\$ 1,120			1.00	8
Subtotal Hours for Phase	22						
Expenses (travel/other)			\$ 175				
			\$	3,725			
4 ASSIST CMAR SELECTION					2		
Principal Engineer	0	\$ 225	\$ -			0	0
Design Engineer	0	\$ 165	\$ -			0	0
Staff Engineer	0	\$ 140	\$ -			0	0
Subtotal Hours for Phase	0						
Expenses (travel/other)			\$ -				
			\$	-			
5 DESIGN DEVELOPMENT					4		
Principal Engineer	1	\$ 225	\$ 225			0.25	1
Design Engineer	10	\$ 165	\$ 1,650			2.50	10
Staff Engineer	8	\$ 140	\$ 1,120			2.00	8
Subtotal Hours for Phase	19						
Expenses (travel/other)			\$ 175				
			\$	3,170			
6 GMP DEVELOPMENT AND REVIEW					2		
Principal Engineer	0	\$ 225	\$ -			0.00	0
Design Engineer	0	\$ 165	\$ -			0.00	0
Staff Engineer	0	\$ 140	\$ -			0.00	0
Subtotal Hours for Phase	0						
Expenses (travel/other)			\$ -				
			\$	-			
7 CONSTRUCTION DOCUMENTS 50%					4		
Principal Engineer	1	\$ 225	\$ 225			0.25	1
Design Engineer	12	\$ 165	\$ 1,980			3.00	12
Staff Engineer	12	\$ 140	\$ 1,680			3.00	12
Subtotal Hours for Phase	25						
Expenses (travel/other)			\$ -				
			\$	3,885			
8 CONSTRUCTION DOCUMENTS 90%					4		
Principal Engineer	1	\$ 225	\$ 225			0.25	1
Design Engineer	13	\$ 165	\$ 2,145			3.25	13
Staff Engineer	8	\$ 140	\$ 1,120			2.00	8
Subtotal Hours for Phase	22						
Expenses (travel/other)			\$ 175				
			\$	3,665			
9 CONSTRUCTION DOCUMENTS 100%					4		
Principal Engineer	1	\$ 225	\$ 225			0.25	1
Design Engineer	6	\$ 165	\$ 990			1.50	6
Staff Engineer	4	\$ 140	\$ 560			1.00	4
Subtotal Hours for Phase	11						
Expenses (travel/other)			\$ -				
			\$	1,775			
10 PERMITTING AND FINALIZE GMP					12		
Principal Engineer	0	\$ 225	\$ -			0	0
Design Engineer	0	\$ 165	\$ -			0	0
Staff Engineer	0	\$ 140	\$ -			0	0

DLR-ELECT

Compensation Schedule - Details

PROJECT:

Pima County Adult Detention Facility

DATE: 2-Jul-20

HOURS CALCULATION

ITEM	HOURS	RATES	FEE	SUBTOTALS	Weeks / Phase	Hours / Week	Hours / Phase
Subtotal Hours for Phase	0						
Expenses (travel/other)			\$ -	\$ -			
11 CONSTRUCTION ADMINISTRATION					52		
Principal Engineer	0	\$ 225	\$ -			0.00	0
Design Engineer	13	\$ 165	\$ 2,145			0.25	13
Staff Engineer	0	\$ 140	\$ -			0.00	0
Subtotal Hours for Phase	13						
Expenses (travel/other)			\$ 175				
			\$ -	2,320			
12 RECORD DRAWINGS					8		
Principal Engineer	0	\$ 225	\$ -			0.00	0
Design Engineer	4	\$ 165	\$ 660			0.50	4
Staff Engineer	12	\$ 140	\$ 1,680			1.50	12
Subtotal Hours for Phase	16						
Expenses (travel/other)			\$ -				
			\$ -	2,340			
TOTAL	53		\$	23,155			

Hourly Rates

Principal Engineer	\$ 225.00
Design Engineer	\$ 165.00
Staff Engineer	\$ 140.00

PROJECT:

Pima County Adult Detention Facility

DATE: 2-Jul-20

HOURS CALCULATION

ITEM	HOURS	RATES	FEE	SUBTOTALS	Weeks / Phase	Hours / Week	Hours / Phase
1 EXISTING CONDITIONS SURVEY					8		
Principal Architect	0	\$ 225	\$ -			0.00	0
Design Architect	8	\$ 165	\$ 1,320			1.00	8
Staff Architect	0	\$ 140	\$ -			0.00	0
Subtotal Hours for Phase	8						
Expenses (travel/other)			\$ 175				
			\$	1,495			
2 PROGRAMMING					4		
Principal Architect	0	\$ 225	\$ -			0.00	0
Design Architect	8	\$ 165	\$ 1,320			2.00	8
Staff Architect	48	\$ 140	\$ 6,720			12.00	48
Subtotal Hours for Phase	56						
Expenses (travel/other)			\$ 175				
			\$	8,215			
3 SCHEMATIC DESIGN					8		
Principal Architect	0	\$ 225	\$ -			0.00	0
Design Architect	2	\$ 165	\$ 330			0.25	2
Staff Architect	4	\$ 140	\$ 560			0.50	4
Subtotal Hours for Phase	6						
Expenses (travel/other)			\$ -				
			\$	890			
4 ASSIST CMAR SELECTION					2		
Principal Architect	0	\$ 225	\$ -			0	0
Design Architect	0	\$ 165	\$ -			0	0
Staff Architect	0	\$ 140	\$ -			0	0
Subtotal Hours for Phase	0						
Expenses (travel/other)			\$ -				
			\$	-			
5 DESIGN DEVELOPMENT					4		
Principal Architect	0	\$ 225	\$ -			0.00	0
Design Architect	2	\$ 165	\$ 330			0.50	2
Staff Architect	9	\$ 140	\$ 1,260			2.25	9
Subtotal Hours for Phase	11						
Expenses (travel/other)			\$ -				
			\$	1,590			
6 GMP DEVELOPMENT AND REVIEW					2		
Principal Architect	0	\$ 225	\$ -			0	0
Design Architect	0	\$ 165	\$ -			0	0
Staff Architect	0	\$ 140	\$ -			0	0
Subtotal Hours for Phase	0						
Expenses (travel/other)			\$ -				
			\$	-			
7 CONSTRUCTION DOCUMENTS 50%					4		
Principal Architect	0	\$ 225	\$ -			0.00	0
Design Architect	8	\$ 165	\$ 1,320			2.00	8
Staff Architect	14	\$ 140	\$ 1,960			3.50	14
Subtotal Hours for Phase	22						
Expenses (travel/other)			\$ -				
			\$	3,280			
8 CONSTRUCTION DOCUMENTS 90%					4		
Principal Architect	0	\$ 225	\$ -			0.00	0
Design Architect	4	\$ 165	\$ 660			1.00	4
Staff Architect	4	\$ 140	\$ 560			1.00	4
Subtotal Hours for Phase	8						
Expenses (travel/other)			\$ -				
			\$	1,220			
9 CONSTRUCTION DOCUMENTS 100%					4		
Principal Architect	0	\$ 225	\$ -			0	0
Design Architect	0	\$ 165	\$ -			0	0
Staff Architect	0	\$ 140	\$ -			0	0
Subtotal Hours for Phase	0						
Expenses (travel/other)			\$ -				
			\$	-			
10 PERMITTING AND FINALIZE GMP					12		
Principal Architect	0	\$ 225	\$ -			0	0
Design Architect	0	\$ 165	\$ -			0	0
Staff Architect	0	\$ 140	\$ -			0	0

DLR-ARCH

Compensation Schedule - Details

PROJECT:

Pima County Adult Detention Facility

DATE: 2-Jul-20

HOURS CALCULATION

ITEM	HOURS	RATES	FEE	SUBTOTALS	Weeks / Phase	Hours / Week	Hours / Phase
Subtotal Hours for Phase	0						
Expenses (travel/other)			\$ -	\$ -			
11 CONSTRUCTION ADMINISTRATION					52		
Principal Architect	0	\$ 225	\$ -			0.00	0
Design Architect	6	\$ 165	\$ 1,030			0.12	6
Staff Architect	0	\$ 140	\$ -			0.00	0
Subtotal Hours for Phase	6						
Expenses (travel/other)			\$ -	\$ 1,030			
12 RECORD DRAWINGS					8		
Principal Architect	0	\$ 225	\$ -			0.00	0
Design Architect	0	\$ 165	\$ -			0.00	0
Staff Architect	8	\$ 140	\$ 1,120			1.00	8
Subtotal Hours for Phase	8						
Expenses (travel/other)			\$ -	\$ 1,120			
TOTAL	81			\$ 18,840			

Hourly Rates

Principal Architect	\$ 225.00
Design Architect	\$ 165.00
Staff Architect	\$ 140.00

END EXHIBIT "B"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2020

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

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

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	CONTACT NAME:		
	PHONE (800) 524-7024 (A/C, No, Ext):	FAX (800) 524-4013 (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED SECURITY DESIGN CONSULTING, LLC 2120 ACADEMY CIR STE H COLORADO SPRINGS CO 80909-1674	INSURER A: Hartford Fire and Its P&C Affiliates		NAIC# 00914
	INSURER B:		
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A	X	76 WEG AC5U3V	12/01/2019	12/01/2020
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE -EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per the Broad Form Endorsement-Extended Option WC990313, attached to this policy.

CERTIFICATE HOLDER

Pima County
150 W CONGRESS ST
TUCSON AZ 85701-1317

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

SECURDES

DATE (MM/DD/YYYY)
7/24/2020

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 Select Commercial Lines - (602) 666-4800 USI Insurance Services LLC 2421 West Peoria Ave, Suite 110 Phoenix, AZ 85029	CONTACT NAME: Kathi L. Simon PHONE (A/C, No, Ext): 602.666.4827 E-MAIL ADDRESS: kathi.simon@usi.com FAX (A/C, No): 610.537.2283														
INSURED Security Design Consulting, LLC. 2120 Academy Circle, Suite H Colorado Springs CO 80909	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER B: Underwriters at Lloyds, London (IL)</td><td>15792</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Underwriters at Lloyds, London (IL)	15792	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Valley Forge Insurance Company	20508														
INSURER B: Underwriters at Lloyds, London (IL)	15792														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 15104740 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	6025245492	06/07/2020	06/07/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	6025245492	06/07/2020	06/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		W235C5200301	06/07/2020	06/07/2021	\$2,000,000 Each Claim \$3,000,000 Aggregate

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

RE:CT-FM-21-091 The certificate holder is named as Additional Insured as it relates to General Liability and Automobile Liability. A Waiver of Subrogation is granted for General Liability and Automobile Liability in accordance with the terms and conditions of the policy. Coverage is Primary and Noncontributory where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Pima County
150 W Congress, 5th Floor
Tucson, AZ 85701

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

AUTHORIZED REPRESENTATIVE

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**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 - 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract".
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

- a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
 - (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or

- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

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

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:



- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or



- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:
 - (15) **Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
 - (16) **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
 - (17) **Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.
- 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 76 WEG AC5U3V

Endorsement Number: 1

Effective Date: 12/01/19

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

Named Insured and Address: SECURITY DESIGN CONSULTING, LLC

2120 ACADEMY CIR STE H
COLORADO SPRINGS CO 80909

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

SCHEDULE

Pima County 150 W. Congress, 3rd Floor, Tucson, AZ
85701

001

Countersigned by _____

Authorized Representative