



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 07/06/21

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

SmithGroup, Inc. (Headquarters: Detroit, MI)

**\*Project Title/Description:**

Architectural and Engineering Design Services: Office of the Medical Examiner & Kino Parking Garage (XFORSC)

**\*Purpose:**

Award: Contract No. CT-FM-21-509. This award of contract is recommended to the highest qualified consultant in the amount of \$3,905,760.00 for a contract term from 07/06/21 to 06/30/24 for the design of the Office of the Medical Examiner and Kino Parking Garage. Administering Department: Facilities Management.

**\*Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2100016 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D29.1. Six (6) responsive statements of qualifications were received and evaluated by a seven (7) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of three (3) respondents were invited to interviews. As a result of the combined scoring of the written statements of the qualifications and interviews, the highest qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

**\*Program Goals/Predicted Outcomes:**

Developing and documenting the design in coordination with the construction manager that meet the County/Medical Examiner's requirements for the identified budget.

**\*Public Benefit:**

Improved operations of the Medical Examiner Facility including examination and investigative efficiencies; increased capacity of the facility to meet the current needs, allow for future growth and adapt to emergency situations (i.e. pandemic); improving the public and law enforcement interaction with the facility and the staff.

**\*Metrics Available to Measure Performance:**

Alignment of the scope and budget with a successful construction award within the schedule requirements.

**\*Retroactive:**

No.

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TO: COB 6-29-21  
Vers.: 1  
pgs.: 58  
ADDENDUM

**Contract / Award Information**

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 21-509  
Commencement Date: 07/06/21 Termination Date: 06/30/24 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 3,905,760.00 ☐ 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: James Johnson

Digitally signed by James Johnson  
Date: 2021.06.24 14:35:52 -07'00'

Scott Loomis

Digitally signed by Scott Loomis  
Date: 2021.06.24 14:42:17 -07'00'

Department: Procurement Terri Spencer

Digitally signed by Terri Spencer  
Date: 2021.06.24 16:31:29 -07'00'

Telephone: 520-724-7465

Department Director Signature/Date: [Signature]

Deputy County Administrator Signature/Date: [Signature]

County Administrator Signature/Date: [Signature]

(Required for Board Agenda/Addendum Items)



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: June 23, 2021

The Facilities Management Department hereby issues formal notice to respondents to Solicitation No. SFQ-PO-2100016 for Architectural and Engineering Design Services: Office of the Medical Examiner & Kino Parking Garage (XFORSC) 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 July 6, 2021.

Award is recommended to the most qualified Respondent.

### **AWARDEE NAME**

**SmithGroup, Inc.**

### **OTHER RESPONDENT NAMES**

Burns Wald-Hopkins Shambach Architects, Inc.  
WSM Architects, Inc.

***NOTE: Pursuant to A.R.S. §34-603(H), only the names of the firms on the final list may be disclosed.***

Issued by: James Johnson, (Procurement Officer)

Telephone Number: 520-724-7465

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](mailto:SBE@pima.gov)

**PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT**

**PROJECT:** ARCHITECTURAL AND ENGINEERING SERVICES: OFFICE OF THE MEDICAL EXAMINER & KINO PARKING GARAGE (XFORSC)

**CONSULTANT:** SMITHGROUP, INC.  
455 N. 3<sup>RD</sup> ST. STE. 250  
PHOENIX, ARIZONA 85004

**CONTRACT NO.** CT-FM-21-509

**AMOUNT:** \$3,905,760.00

**FUNDING:** FM CAPITAL NON-BOND PROJECTS

**CONSULTANT SERVICES CONTRACT**

**1. Parties, Background and Purpose.**

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and SmithGroup, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Office of the Medical Examiner & Kino Parking Garage ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. SFQ-PO-2100016 (the Solicitation). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant's Response. Consultant's representations in response to Pima County Solicitation No. SFQ-PO-2100016, Consultant was determined to be the most qualified for this Project.

**2. Term and Extension/Renewal/Changes.**

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on July 6, 2021, and terminates on June 30, 2024, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

**3. Scope of Services.** Consultant agrees to provide Architectural and Engineering Design Services for the County as described in Exhibit A – Scope of Services (13 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Article 5. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

**4. Definitions.**

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

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

## 5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Article 5 and Article 6.
- 5.2. Compensation Schedule. Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule (17 pages). Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the Consultant's invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request.

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

- 5.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$3,905,760.00.
- 5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and SubConsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. SubConsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 5.7. Invoice Adjustments. For the period of record retention required under Article 25, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. Additional Services. Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant's own risk. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in v. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.
- 5.9. Invoice Discrepancies. County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. SubConsultant charges must be supported by appropriate documentation upon request by County.

## **6. Project Baseline and Adjustments.**

- 6.1. Schedule. County and Consultant have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- 6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt

the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:

- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County -caused delay; provided, however, that if the County -caused delay overlaps a period of delay attributable to any other cause, the extension for County -caused delay is limited to the number of non-overlapped days of County -caused delay.
  - 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
  - 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
  - 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
  - 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
  - 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
  - 6.2.7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- 6.3 Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

## **7. Reallocation of Funds.**

- 7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.
- 7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:

- 7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County's department representative and the Consultant's project manager by written agreement.
- 7.2.2. Procurement Director. County's Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
- 7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.
- 7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.
8. **Insurance**. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that arise out of the performance of the work under this Contract.
- 8.1. Ratings. Consultant's insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- 8.2. Insurance Coverages and Limits.
- 8.2.1. Minimum Scope and Limits of Insurance: Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.
- 8.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
- 8.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 8.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.
- Note: The Workers' Compensation requirement will not apply to a Consultant that is exempt under A.R.S. § 23-901, and when such Consultant executes the appropriate County Sole Proprietor or Independent Consultant waiver form.
- 8.2.1.4. Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.



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

8.3. Additional Insurance Requirements:

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

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

8.4. Notice of Cancellation:

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

8.5. Verification of Coverage:

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

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

8.6. Approval and Modifications:

County's Risk Management Department may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.

Neither the County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying certificate or endorsement, or County's receipt of any other information from the Consultant, its insurance broker(s) and /or insurer(s), constitutes a waiver of any of the Insurance Requirements.

#### **9. Indemnification.**

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

#### **10. Laws and Regulations.**

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

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

#### **12. Consultant's Performance.**

- 12.1. Performance. Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this contract, Consultant will obtain County's approval.
- 12.2. Responsibility. Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.

13. **Non-Waiver.** The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
14. **SubConsultant.** Consultant will be fully responsible for all acts and omissions of its SubConsultant and of persons directly or indirectly employed by SubConsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay or any SubConsultant, except as may be required by law.
15. **Non-Assignment.** Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
16. **Non-Discrimination.** Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any SubConsultants. During the performance of this Contract, Consultant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
17. **Americans with Disabilities Act.** Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
18. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
19. **Termination of Contract for Default.**
  - 19.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.
  - 19.2. Default Events. The following constitutes an event of default:
    - 19.2.1. Abandonment of or failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
    - 19.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
    - 19.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;
    - 19.2.4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Consultant's performance of this Contract;
    - 19.2.5. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the contract;
    - 19.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;

19.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or

19.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Consultant, or Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

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

19.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;

19.3.2. County may withhold payments to Consultant arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Consultant is determined; and

19.3.3. Subject to the immediately preceding subparagraph 19.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.

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

19.4.1. Except for subparagraph 19.2.8 in subsection 19.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include:

19.4.1.1. Acts of God or of the public enemy,

19.4.1.2. Acts of County in either its sovereign or contractual capacity,

19.4.1.3. Acts of another Contractor in the performance of a contract with County,

19.4.1.4. Fires,

19.4.1.5. Floods,

19.4.1.6. Epidemics,

19.4.1.7. Quarantine restrictions,

19.4.1.8. Strikes,

19.4.1.9. Freight embargoes,

19.4.1.10. Unusually severe weather, or

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

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

- 19.5. Receipt of Notice. For the purposes of subsection 19.1 above, "receipt of notice" includes receipt by hand by Consultant's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- 19.6. Excusable. If, after termination of the Contract for default, County determines that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated Contract for convenience as set forth in Article 20.
- 19.7. Rights and Remedies. The rights and remedies of County in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.
20. **Termination for Convenience of County**. County may terminate this Contract at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the County, become its property. If County terminates the Contract as provided herein, County will pay Consultant an amount based on the time and expenses incurred by Consultant prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.
21. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County will have no further obligation to Consultant, other than payment for services rendered prior to termination.
22. **Notices**. Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:
- |  |                                      |
|--|--------------------------------------|
| <u>COUNTY:</u>                               | <u>CONSULTANT:</u>                   |
| Lisa Josker                                  | Stephanie Mitrovic, Principal        |
| Pima County Facilities Management Department | SmithGroup, Inc.                     |
| 150 W. Congress St., 3rd Floor               | 455 N. 3 <sup>rd</sup> St., Ste. 250 |
| Tucson, Arizona 85701                        | Phoenix, Arizona 85004               |
| Tel: (520) 724-3085                          | Tel: (602) 265-2200                  |
23. **Other Documents**. County and Consultant in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. SFQ-PO-2100016, and on representations and information in the Consultant's response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. Consultant will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.
24. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Article 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
25. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
26. **Books and Records**.
- 26.1. Maintenance. Consultant will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 26.2. Retention. Consultant will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to County for retention.

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

28. **Disputes.**

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

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

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

30. **Public Records.**

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

30.2. Records Marked Confidential.

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

30.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked Confidential 10 business days after the date of notice to the Consultant of the request for release, unless Consultant has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. County will notify Consultant of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is County in any way financially responsible for any costs associated with securing such an order.

**31. Legal Arizona Workers Act Compliance.**

- 31.1. Compliance with Immigration Laws. Consultant warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant will further ensure that each SubConsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.
- 31.2. Books & Records. County has the right at any time to inspect the books and records of Consultant and any SubConsultant in order to verify such party's compliance with the State and Federal Immigration Laws.
- 31.3. Remedies for Breach of Warranty. Any breach of Consultant's or any SubConsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a SubConsultant, and the subcontract is suspended or terminated as a result, Consultant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement SubConsultant, (subject to County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.
- 31.4. SubConsultants. Consultant will advise each SubConsultant of County's rights, and the SubConsultant's obligations, under this Article by including a provision in each subcontract substantially in the following form:
- "SubConsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SubConsultant's employees, and with the requirements of A.R.S. § 23-214 (A). SubConsultant further agrees that County may inspect the SubConsultant's books and records to insure that SubConsultant is in compliance with these requirements. Any breach of this paragraph by SubConsultant is a material breach of this contract subjecting SubConsultant to penalties up to and including suspension or termination of this contract."
- 31.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.

32. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
33. **Amendment.** Except for the amendment provision above in Article 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
34. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

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

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

PIMA COUNTY:

\_\_\_\_\_  
Chair, Board of Supervisors

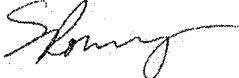
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_

Deputy County Attorney

\_\_\_\_\_  
Stacey Roseberry

Name (Please Print)

\_\_\_\_\_  
6/25/2021

Date

CONSULTANT:

Stephanie Mitrovic Digitally signed by Stephanie Mitrovic  
Date: 2021.06.28 08:18:19 -07'00'

\_\_\_\_\_  
Signature

Stephanie Mitrovic, Principal

\_\_\_\_\_  
Name and Title (Please Print)

\_\_\_\_\_  
6/28/2021

Date





## **PIMA COUNTY FACILITIES MANAGEMENT**

### **New Buildings Division**

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

## **SCOPE OF PROFESSIONAL SERVICES REQUIRED CMAR DELIVERY METHOD**

DATE(Version): March 15, 2021(1) V2 June 03, 2021  
PROJECT NAME: Office of the Medical Examiner & Kino Parking Garage  
PROJECT LOCATION: Milber St/Country Club Rd

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### **A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT**

#### **1. General Provisions:**

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

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

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

Such accuracy, suitability, or completeness is the sole responsibility of the CONSULTANT for the Project.

If a 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 Pima County Medical Examiner's Office has experienced a substantial increase in the number of cases they handle and the services they provide. The Office of the Medical Examiner (OME) has become a regional facility serving as the Medical Examiner for Pima, Cochise, Santa Cruz Counties as well as performing examinations for eight other surrounding Counties. With the proximity of Pima County to the U.S.-Mexico border, Pima County has become the repository for the remains of foreign nationals who perish in the desert while crossing into the U.S. The existing facility was built in 1999 and expanded/renovated in 2004. The 2004 expansion project, while improving the facility did not provide adequate autopsy suites, refrigerated storage and additional capacity to meet the current and future needs. In 2019, the OME performed 1,361 autopsies, 476 external cases and 331 death certificate cases. The number of autopsies performed annually has increased by 40% since 2010.

The new facility will be located at the southwest corner of Milber St and Country Club Rd, within the Kino Medical Campus. At approximately 34,000 sf, the OME has two distinct zones; an "office" area supporting administration/staff/public functions and the "autopsy" area. The "office" area will include staff offices, administration offices, investigator offices, a public lobby with meeting rooms, a large conference room and other support spaces. The "autopsy" area will include 6 autopsy stations with an observation gallery, an aseptic room, anthropology, imaging, unidentified remains storage, a 200-300 body capacity cooler, receiving/discharge control area, as well as other support services for the building's operations. The site will include both public and staff parking as well as a secured yard with a sally port.

The new facility will provide the Medical Examiner and staff the appropriate space required to meet the current increased demand and allow for future growth within Pima County and the region. The design of the new facility will support/incorporate current medical examiner trends, including current technology to improve the quality of their services and increase efficiency. The public interface will be developed to improve the experience and create the proper separation of staff and the public.

The Kino Medical Campus Master Plan has identified the long term need of a parking garage to support the development and growth at the Campus. Proposed locations have recently been reviewed and the same location on the campus has been identified for the parking garage with the 10 plus acre site is adequate to support both buildings. The new Kino Parking Garage, at 6-7 stories, will provide parking for 700 vehicles with a future garage expansion phase planned for an additional 700 vehicles. The parking garage will be a separate structure, not connected to the OME. Due to the location at the perimeter of the Campus a shuttle service will be integral to its use and will also allow it to be used by the Stadium District for special events. The parking garage will provide offices for parking staff, the shuttle personnel and misc. storage. Infrastructure and capacity for the future installation of PV canopies on the top level of the garage are required, the PV system will connect to the OME's electrical service as part of the agreement with the utility provider.

Other site needs in addition to the requirements of the Office of the Medical Examiner and the Kino Parking Garage are a parking shuttle waiting/pickup area, a secured yard for shuttle parking, and an FM maintenance yard.

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 the Office of the Medical Examiner.

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

### **3. Architectural/Engineering Services**

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

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

- ☐ Existing Conditions Survey
- ☐ Program Verification
- ☐ Schematic Design
- ☐ Design Development
- ☐ Construction Documentation in three submittals
  - o 50% CD Review
  - o 90% CD Review
  - o 100% Bid Documents
- ☐ GMP Bidding and Review
- ☐ Construction Administration
- ☐ Closeout and Record Drawings

These Design services shall include the following disciplines:

- ☐ Architectural
- ☐ Civil Engineering
- ☐ Surveying
- ☐ Landscape Architecture
- ☐ Structural Engineering
- ☐ Mechanical Engineering
- ☐ Plumbing Engineering
- ☐ Fire Protection Delegated Design
- ☐ Fire Alarm Delegated Design
- ☐ Electrical Engineering – Emergency Power Systems
- ☐ Parking Garage Consultant
- ☐ Telecommunication Systems Design & Documentation - Coordination with Pima County

- Audio/Visual Design & Documentation - Coordination with Pima County
- Security/Access Control Design & Coordination with Pima County
- Acoustical Design
- Building and Wayfinding Identification Signage
- Cost Estimating at all phases
- ADA Compliance
- Public Art Coordination
- Interior Design/Furniture and Room Signage Coordination with Pima County

The project shall be designed to implement LEED elements sufficient to obtain LEED Silver Certification. The CONSULTANT shall maintain a score card during design and construction to document progress toward this goal. Pima County may or may not elect to pursue LEED certification. The CONSULTANT shall notify the COUNTY if the project is at risk of not meeting the LEED Silver minimum point requirement to enable the COUNTY to provide direction to the CONSULTANT.

The CONSULTANT shall provide an analysis of the requirements to increase the certification level from LEED Silver to Gold and Platinum levels at the conceptual/pre-Schematic Design phase. The evaluation shall include the additional point categories to obtain related to the site and building program, estimated cost increase and an analysis of the advantages/disadvantages/challenges for achieving each higher certification level.

The CONSULTANT shall provide interior space planning services and conceptual furniture layout with consultation with Pima County Facilities Management. Pima County Facilities Management interior designer will select, specify, procure and manage installation for furniture.

Interior finish materials and color selections will be by the CONSULTANT using Pima County Facilities Management's standards only. Pima County Facilities Management interior designer will have final approval of any proposed materials not included within the standards.

CONSULTANT to provide design services for infrastructure, cabling, and layout of IT, A/V, and security systems with consultation with Pima County Facilities Management in order to provide complete systems that integrate with Pima County's existing 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 **\$37 million, with \$20 million identified for the Office of the Medical Examiner and \$17 million identified for the Parking Garage**. The construction delivery method is **Construction Manager at Risk**.

**The CONSULTANT is responsible to maintain the project's design within the construction budget.** The cost estimator needs to be well aware of construction costs within the southern Arizona market. A professional estimator, who is not an employee of the CONSULTANT's firm, and is independent from the CONSULTANT's other sub-consultants, shall prepare the cost estimates. If necessary the CONSULTANT and his cost estimator shall recommend value-engineering items, scope changes, and add alternates for COUNTY review and approval. The Consultant and the cost estimator shall reconcile their cost estimate with the CMAR's estimate at each phase. If the Consultant's estimate of the Cost of Work after the reconciliation period 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 in accordance with A.R.S. 34-104, 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– 6 weeks
  - b) Design through Construction Document –12 Months
  - c) Permits and GMP Phase\* – Three Months
  - d) Construction – 15 Months total duration, may overlap design phase
  - e) 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.

\*If additional GMP phases provide advantages to the Project's schedule and/or budget upon review by the Consultant, Contractor and Pima County; they shall be incorporated into the schedule.

**6. Pre-Design Services Detail:**

a. Existing Conditions Survey:

The CONSULTANT shall obtain the services of an Arizona licensed, registered land surveyor, to perform a land survey of the current site to identify such things as property lines with dimension and bearing, right of ways, easements, structures, site improvements, contours at interval, natural features, drainage control features, existing buildings, roadways, curbs and sidewalks, utilities including invert elevations and legal description with existing easements shown. The design team shall contact and coordinate all parties required for the blue-staking process prior to the survey to identify the underground utilities and label them as blue-stake verified.

The CONSULTANT shall visit the project site and field measure and photograph existing conditions as necessary to become familiar with the site.

The CONSULTANT shall assist the COUNTY in obtaining pressure/flow and flow direction for all above and below ground utilities.

If required, the COUNTY shall obtain the services of a private utility locator to determine size and depth of utilities. The CONSULTANT shall have the civil engineer provide proposed locations for pot-holes and be on site to observe and document the utilities.

All survey drawings prepared by the CONSULTANT shall be in AutoCAD format.

b. Program Verification:

At the award of this contract, the CONSULTANT shall meet with the project stakeholders to verify the program, functional and equipment needs, and organizational relationships of the new buildings. Any previously developed building program information will be given to the consultant at the time of award outlining 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.

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. The Kino Medical Campus is within a PAD and those requirements must be met.

### b. Schematic Design Phase:

Upon the COUNTY's written approval of the Project Program, the CONSULTANT shall continue into this phase of the Project to verify the Pre-Design information and review issues of relevance include program requirements, space needs, operational and staffing issues, functional organization and physical design parameters, equipment selections, utility verification and recommendations. The CONSULTANT shall visit the project site and meet with the Project Team to discuss and coordinate the specifics of the project.

**Based on coordination with Pima County a Conceptual Site Plan for both the Office of the Medical Examiner (OME), Kino Parking Garage and other site requirements shall be reviewed prior to the Schematic Design Submittal. Conceptual plans for the OME and Kino Parking Garage shall be provided for review and approval also.**

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 include the current version of the LEED Scorecard indicating the points towards LEED Silver. Additionally, the analysis to increase the certification level to Gold and Platinum as stated above shall be provided at this time for review and incorporation into the project based on direction from the COUNTY.

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 (mechanical, plumbing, electrical), and other documents necessary to describe the size and character of the entire Project as to architectural, structural, mechanical, plumbing and electrical systems, materials, and such other disciplines and essentials as may be appropriate. Design Development Documents shall be submitted 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.

The CONSULTANT shall include the current version of the LEED Scorecard indicating the points towards LEED certification level and update the COUNTY on progress towards the goal.

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% Completion):

The CONSULTANT shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including preliminary drawings, book Specifications and product cut-sheets (50% & 90% level for all disciplines), and any calculations or reports not included in the drawing set, setting forth in detail the requirements for the construction of the entire Project, including coordination between the various applicable disciplines, including various utility providers, and shall be familiar with the standard Pima County CMAR contract, which the COUNTY will provide to the CONSULTANT. The CONSULTANT shall coordinate with the COUNTY on the Project's General Requirements to be included in the Project Manual.

The CONSULTANT shall include the current version of the LEED Scorecard indicating the points towards LEED certification level and update the COUNTY on progress towards the goal.

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

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

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

The submittal shall consist of PDF and AutoCad formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal.

At the time of each 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 estimate's.

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

e. Construction Documents (100% Completion):

The CONSULTANT shall develop from the 90% Construction Documents; the 100% Construction Document submission to the COUNTY's Project Manager for the purpose of obtaining the building permits and begin the procurement process. This submission includes sealed drawings and full (book) specifications, calculations and product cut sheets, setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines, including utility providers, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The CONSULTANT shall conduct an in-house quality review session prior to submission to the COUNTY.

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

The CONSULTANT shall provide the COUNTY with all required documentation for submittal for the Construction Permit, or any other permits, or review processes required by said governmental authorities. These documents shall include, but not limited to, completed plans, specifications, special inspection certificates (if necessary) International Energy Conservation Code compliance documentation for the building envelope (architect), HVAC (mechanical engineer), and lighting (electrical engineer), and other design related calculations. The COUNTY will submit these documents to Development Services and other agencies for permit review.

The CONSULTANT shall provide an updated LEED Scorecard at this time.

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



f. 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 subcontractor bids and the subcontractor buyout, contingencies and allowances to help determine the most advantageous Guaranteed Maximum Price (GMP) to the COUNTY and for recommending the GMP(s) for award by the Pima County Board of Supervisors.

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

If multiple GMPs occur the CONSULTANT shall participate in the activities for each GMP.

g. Construction Administration Phase of the Construction Contract:

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona.

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

CONSULTANT's Construction Administration Phase shall commence with the pre-construction meeting with 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-Contractor Construction Contract. The extent of the CONSULTANT duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without the written consent of the CONSULTANT, and that of the COUNTY.

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

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

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

The CONSULTANT shall attend the weekly construction meetings on site with Contractor and the COUNTY. The CMAR shall conduct, provide and distribute written minutes of the meetings to all attendees.

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

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

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

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

The CONSULTANT may decline to approve an Application for Payment and may 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:

1. Defective work not remedied, or;
2. Claims filed, or reasonable evidence indicating probable filing of claims, or;
3. Failure of the Contractor to make payments to sub-contractors for labor, materials or equipment, or;
4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum, or;
5. Damage to another contract, or;
6. Reasonable indication that the Work will not be completed within the Contract Time, or;
7. Unsatisfactory execution of the Work by the Contractor;
8. Incomplete as-built drawings, reviewed monthly.

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

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

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

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

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

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

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

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

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

h. Project Close Out

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

- i. 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.
- ii. 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.
- iii. Do not create drawings using proxy objects.
- iv. Provide a digital copy of the Record Drawings in AutoCAD format and deliver to the COUNTY.
- v. The CONSULTANT shall provide a PDF file for each sheet within the original Construction Drawings Package. Each file shall be labeled with the sheet name; i.e. A001, M-01, etc.
- vi. 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 Contractor's Operations and Maintenance Manuals (O&M Manual) and provide a list of items to be corrected or submitted per the Construction Documents. The Consultant shall back check the O&M Manual for completeness and notify the COUNTY when to direct the Contractor to submit to the COUNTY.

**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;
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;
9. PC FM will Provide Pima County Design and Construction Standards.

**MAP OF THE AREA**



**End of Exhibit "A" Scope of Services**

## **EXHIBIT "B" - COMPENSATION SCHEDULE (17 pages)**

### **1. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS**

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

### **2. COMPENSATION DETAILS**

#### **A. Cost Allocation and Ceilings**

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

#### **B. Cost Adjustments**

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

#### **C. Progress Payments**

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

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

#### **E. COST ITEMS**

##### **1. Hourly Billing**

##### **a. Hourly Billing Rates**

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

##### **b. Annual Salaried Professionals**

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

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

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

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

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

### **C. INVOICING**

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



# SMITHGROUP

June 23, 2021

James Johnson  
Procurement Officer  
Design & Construction Division  
150 W. Congress Street, 5th Floor  
Tucson, AZ 85701  
520-724-7426 (c)

RE: DESIGN SERVICES FOR THE OFFICE OF THE MEDICAL EXAMINER & KINO GARAGE

Dear James,

On behalf of SmithGroup, Inc. ("SmithGroup") in association with Poster, Mirto, McDonald ("PMM"), I am pleased to submit this proposal for the Office of the Medical Examiner & Kino Garage. The following is our understanding of the services to be provided. Please see the outlined scope of work and fee for design services for the new facility & parking garage to be located at the southwest corner of South Country Club Road and Milber Street, Tucson, Arizona.

## UNDERSTANDING OF THE PROJECT

As identified in the April 1st, 2021 Solicitation for Qualifications, Pima County has experienced a substantial increase in the number of cases they handle and services provided. Serving as a Regional Medical Examiner facility serving over 11 counties, the new facility will provide the Medical Examiner and staff with the appropriate space required to meet the current demand while allowing future growth. Therefore, it was determined that the replacement facility should be sized appropriately and accommodate 34,000 square feet.

In addition, the Kino Medical Campus Master Plan has identified the long-term need for a parking garage to support the development and growth at the Campus. The new parking garage will be located on the shared 10-acre site with the Medical Examiner's Office. The new Kino Garage will be 6-7 stories and will provide parking for 700 vehicles with a future garage expansion for an additional 700 vehicles.

The design work shall consist of Program Verification, Schematic Design, Design Development, Construction Documents, GMP/Bidding, Construction Administration & Close-out. The Owner will, upon review and approval, issue a written "Notice to Proceed" for each subsequent phase.

SmithGroup will provide full service architectural design, engineering and planning services as outlined in the following scope.

# SMITHGROUP

## SCOPE OF SERVICES

As indicated in Exhibit "A" Scope of Services (SFQ-PO-2100016 – A&E Design Services), the phases and tasks are summarized as follows:

### PROGRAM VERIFICATION & SITE SURVEY:

- Predesign programming and report of owner's criteria
- Preliminary design and price estimate
- Site Survey (10-acre site)
- Examine Site Criteria for Site Feasibility (accessibility, available utilities, fiber).

### SCHEMATIC DESIGN / DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTS

Consultant will work with owner's team to develop full design plans and specifications for the project and provide the owner with detailed cost estimates for the project. The project design shall contain the following items:

- Develop Contract Documents: Schematic Design, Design Development and Construction Documentation. Drawings and Specifications.
- Create project plans and specifications for Pima County's review at 50%, 90% & 100% completion of Construction Documents
- Coordinate with Owner's commissioning agent and incorporate comments.
- Lead and coordinate project permitting.
- Page turn reviews with PCFM staff.

### GMP/BIDDING, CONSTRUCTION ADMINISTRATION & CLOSE-OUT

- Provide and contract negotiations assistance.
- Provide normal construction administration services.
- Attend weekly Owner/Architect/Contractor meetings on site and as requested by Owner / Contractor.
- Provide final closeout activities.
- Advise on required permits and fee costs.
- Provide review of facility at 2-year warrantee period.

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### Summary of Services (Scope A & B):

Total Combined Services Fee (10.04%)	\$3,378,535
Cost for Task Services	\$3,203,151
8% Design Fee	\$175,384
Total Combined Estimated Expenses	\$18,936*
Total Combined Estimated Optional Additional Services	\$170,435
<b>Total All Services</b>	<b>\$3,567,907</b>
10% Design Contingency	\$337,853
	<b>\$3,905,760</b>

\*Estimated Expenses: Refer to Exhibit 'D' for additional detail.

# SMITHGROUP

## SCOPE A – OFFICE of THE MEDICAL EXAMINER (OME) COMPENSATION

Pima County shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of **\$2,503,069** plus applicable expenses and contingency. Progress payments for services in each phase shall total the following percentages of the total compensation payable. The fixed lump sum fee is based upon the outlined scope of work and the following building criteria assumptions:

Facility Type: New (Medical Examiner Lab/Office)

Size: 34,000 GSF

Site: 10 acres

Cost of Construction: \$588 /sf

Construction Cost: \$20 million

Schedule: durations and dates outlined below are approximate subject to change

<b>I. Program Verification &amp; Site Survey (4.20%)</b>	<i>Duration: 6 Weeks</i>	<b>\$105,165</b>
Cost for Task Services		\$98,820
8% Design Fee on SmithGroup Services		\$6,345
Estimated Expenses		\$6,049
<b>II. Schematic Design (14.36%)</b>	<i>Duration: 13 Weeks</i>	<b>\$359,489</b>
Cost for Task Services		\$337,875
8% Design Fee on SmithGroup Services		\$21,614
Estimated Expenses		\$2,877
<b>III. Design Development (23.75%)</b>	<i>Duration: 17 Weeks</i>	<b>\$594,458</b>
Cost for Task Services		\$560,744
8% Design Fee on SmithGroup Services		\$33,714
Estimated Expenses		\$2,539
<b>IV. Construction Documents (32.28%)</b>	<i>Duration: 22 Weeks</i>	<b>\$807,990</b>
Cost for Task Services		\$763,795
8% Design Fee on SmithGroup Services		\$44,195
Estimated Expenses		\$2,163
<b>V. GMP/Bidding (2.32%)</b>	<i>Duration: 13 Weeks</i>	<b>\$58,157</b>
Cost for Task Services		\$54,972
8% Design Fee on SmithGroup Services		\$3,815
Estimated Expenses		\$594
<b>VI. Construction Administration (21.85%)</b>	<i>Duration: 65 Weeks</i>	<b>\$546,837</b>
Cost for Task Services		\$522,882
8% Design Fee on SmithGroup Services		\$23,955
Estimated Expenses		\$2,715

# SMITHGROUP

<b>VII. Closeout (1.32%)</b>	Duration: 9 Week	<b>\$30,975</b>
	Cost for Task Services	\$29,261
	8% Design Fee on SmithGroup Services	\$1,714
	Estimated Expenses	\$ 0
<hr/>		
<b>Total Fee for OME Services (13.77%)</b>		<b>\$2,503,069</b>
Total Estimated OME Expenses		\$16,936*
Total Estimated OME Optional Additional Services		\$125,977
10% Design Contingency		\$250,307

\*Estimated Expenses: Refer to Exhibit 'D' for additional detail.

## **OME Base Services (included in fee above):**

- Project Management
- Architecture/Interiors
- Structural
- Mechanical
- Plumbing (Includes: Fire Protection Delegated Design)
- Electrical (Includes: Fire Alarm Delegated Design)
- Civil
- Landscape Design

## **OME Supplemental Services (included in fee above):**

- Lab Planning\*\*\*
- FF&E Design\*\*\*\*
- Signage, Wayfinding & Public Art Coordination
- AV/IT/Security/Acoustics
- Exterior Signage and Wayfinding
- Energy/Daylight Modeling
- Cost Modeling
- Sustainability - LEED (Silver Certification)
- Survey
- Emergency Power Systems

\*\*\*Includes planning and design of fixed equipment + loose owner supplied equipment

\*\*\*\*Office and Support

## **\*\*OME Optional Additional Services (see above):**

- Offsite Improvements (Milber) | \$2,722
- ½ Street improvements (Country Club) | \$29,988
- Community Engagement\* | \$13,432
- Public Safety DAS | \$15,072
- LEED increase above Silver | \$38,345
- Comparable Project Tours | \$10,836
- Expenses & Contingency | \$15,582

# SMITHGROUP

## OME Exclusions:

Items not included in compensation:

- Jurisdictional Applications Fees
- Construction Testing and Inspection
- Hazardous Materials Inspections
- Reproduction Costs for Bidding
- Commissioning Services beyond coordination with Owner's consultant
- Geotechnical & Environmental Investigation
- Future Garage Development – Design services beyond Program Verification and Survey Phase.

\* Community Engagement : The Pima County Medical Examiner building and Parking Garage is a relatively isolated project, almost a mile from the nearest neighborhood association however, there are several constituencies that may need to be engaged as the project moves forward. First, the design team will engage and coordinate with the District 2 Pima County Supervisor office, specifically Supervisor Dr. Matt Heinz, and David Higuera and Kylie Walzak of his staff. They will want to be informed and updated on the project. Second, as a courtesy, the design team will keep the Ward 5 City of Tucson Council Office informed; specifically, Councilmember Richard Fimbres and Chief of Staff Mark Kerr. Third, the design team will reach out to adjacent businesses to the south, west, and east of the site, to inform them of the project scope and schedule and listen carefully to their concerns. Finally, the design team will reach out and engage the border/ migrant humanitarian community, with Colibrí at the lead, but also including Samaritans, No More Deaths/No Mas Muertes, Humane Borders, and the Kino Border Initiative. These groups will be very interested and supportive of the Pima County Medical Examiner and Parking Garage project.

## SCOPE B – KINO PARKING GARAGE COMPENSATION

Pima County shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of **\$875,466** plus applicable expenses and contingency. Progress payments for services in each phase shall total the following percentages of the total compensation payable. The fixed lump sum fee is based upon the outlined scope of work and the following building criteria assumptions:

Facility Type: New Parking Garage

Size: 6-7 parking levels (700 vehicles) & Support (Offices for parking staff, shuttle personnel, miscellaneous storage, FM maintenance yard & shuttle parking). Includes future growth planning for an additional 700 vehicles.

Construction Cost: \$17 million

Schedule: Schedule durations outlined below are approximate and subject to change

<b>I. Program Verification &amp; Site Survey (4.20%)</b>	<i>Duration: 6 Weeks</i>	<b>\$32,803</b>
Cost for Task Services		\$30,758
8% Design Fee on SmithGroup Services		\$2,045
Estimated Expenses		\$375
<b>II. Schematic Design (14.36%)</b>	<i>Duration: 13 Weeks</i>	<b>\$127,023</b>
Cost for Task Services		\$120,729
8% Design Fee on SmithGroup Services		\$6,294
Estimated Expenses		\$625
<b>III. Design Development (23.75%)</b>	<i>Duration: 17 Weeks</i>	<b>\$202,277</b>
Cost for Task Services		\$192,562
8% Design Fee on SmithGroup Services		\$9,715
Estimated Expenses		\$375

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# SMITHGROUP

<b>IV. Construction Documents (32.28%)</b>	<i>Duration: 22 Weeks</i>	<b>\$296,669</b>
Cost for Task Services		\$283,197
8% Design Fee on SmithGroup Services		\$13,472
Estimated Expenses		\$625
<b>V. GMP/Bidding (2.32%)</b>	<i>Duration: 13 Weeks</i>	<b>\$22,035</b>
Cost for Task Services		\$21,152
8% Design Fee on SmithGroup Services		\$883
Estimated Expenses		\$0
<b>VI. Construction Administration (21.85%)</b>	<i>Duration: 40 Weeks</i>	<b>\$178,999</b>
Cost for Task Services		\$171,426
8% Design Fee on SmithGroup Services		\$7,563
Estimated Expenses		\$0
<b>VII. Closeout (1.32%)</b>	<i>Duration: 9 Weeks</i>	<b>\$15,672</b>
Cost for Task Services		\$14,981
8% Design Fee on SmithGroup Services		\$691
Estimated Expenses		\$0
<b>Total Fee for Parking Garage Services (13.77%)</b>		<b>\$875,466</b>
Total Estimated OME Expenses		\$2,000*
Total Estimated OME Optional Additional Services		\$44,458**
10% Design Contingency		\$87,547

\*Estimated Expenses: Refer to Exhibit 'D' for detailed breakout.

## Parking Garage Base Services (included in fee above):

- Project Management
- Architecture/Interiors
- Structural
- Mechanical
- Plumbing (Includes: Fire Protection Delegated Design)
- Electrical (Includes: Fire Alarm Delegated Design)
- Civil

## Parking Garage Supplemental Services (included in fee above):

- Signage & Wayfinding
- Landscape Design
- AV/IT/Security
- Exterior Signage and Wayfinding
- Cost Modeling
- Sustainability

# SMITHGROUP

## **\*\*Parking Garage Optional Additional Services (see above):**

- Offsite Improvements (Milber) | \$2,722
- Traffic Impact Statement | \$12,489
- Full Traffic Report | \$24,978
- Expenses & Contingency | \$4,269

## **Parking Garage Exclusions:**

Items not included in compensation:

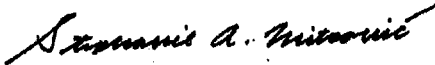
- Garage Phase 2 expansion beyond site planning
- Jurisdictional Applications Fees
- Construction Testing and Inspection
- Hazardous Materials Inspections
- Reproduction Costs for Bidding
- Commissioning Services
- Geotechnical & Environmental Investigation

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Requests for additional services outside of those listed above will be documented by SmithGroup (if given verbally), and the work will commence upon Pima County's approval of an estimated fee for that effort or, if not agreed otherwise, Pima County shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project. Refer to Exhibit A for hourly rates.

This document will serve as an exhibit to a Master Agreement (SFQ-PO-2100016 – A&E Design Services) provided by Pima County.

Thank you,



Stephanie A. Mitrovic, AIA, NCIDQ, NCARB  
Principal | Science & Technology Studio Leader

## **Attachments:**

- Exhibit 'A' - Hourly Rates
- Exhibit 'B' - OME Design Fee Task & Hourly Breakdown
- Exhibit 'C' - Parking Garage Design Fee Task & Hourly Breakdown
- Exhibit 'D' - Estimate Expense Breakdown

# SMITHGROUP

## Exhibit 'A' WAGE RATES BY DISCIPLINE - 2021

	Wages	Overhead	Total
<b>Architectural Services (SmithGroup)</b>			
Vice President	\$90.19	\$164.70	\$254.89
Principal in Charge	\$83.47	\$152.43	\$235.90
Sr. Project Manager	\$68.92	\$125.86	\$194.78
Project Manager	\$58.11	\$106.12	\$164.23
Design Principal	\$86.97	\$158.82	\$245.79
Architect V	\$76.64	\$139.96	\$216.60
Architect IV	\$65.77	\$120.11	\$185.88
Architect III	\$50.31	\$91.88	\$142.19
Architect II	\$42.12	\$76.92	\$119.04
Architect I	\$28.84	\$52.67	\$81.51
<b>Interior Architecture Services (SmithGroup)</b>			
Interior Designer IV	\$62.83	\$114.74	\$177.57
Interior Designer III	\$42.36	\$77.36	\$119.72
Interior Designer II	\$37.25	\$68.03	\$105.28
Interior Designer I	\$24.58	\$44.89	\$69.47
<b>Mechanical/Plumbing Services (SmithGroup)</b>			
Engineer V	\$82.33	\$150.35	\$232.68
Engineer IV	\$64.09	\$117.04	\$181.13
Engineer III	\$52.69	\$96.22	\$148.91
Engineer II	\$39.84	\$72.76	\$112.60
Engineer I	\$32.58	\$59.50	\$92.08
Engineering Designer IV	\$58.99	\$107.73	\$166.72
Engineering Designer III	\$43.67	\$79.75	\$123.42
Engineering Designer II	\$28.35	\$51.77	\$80.12
Engineering Designer I	\$22.00	\$40.18	\$62.18
<b>Electrical Services (SmithGroup)</b>			
Engineer V	\$82.33	\$150.35	\$232.68
Engineer IV	\$64.09	\$117.04	\$181.13
Engineer III	\$52.69	\$96.22	\$148.91
Engineer II	\$39.84	\$72.76	\$112.60
Engineer I	\$32.58	\$59.50	\$92.08
Engineering Designer IV	\$58.99	\$107.73	\$166.72
Engineering Designer III	\$43.67	\$79.75	\$123.42
Engineering Designer II	\$28.35	\$51.77	\$80.12
Engineering Designer I	\$22.00	\$40.18	\$62.18
<b>Landscape Services (SmithGroup)</b>			
Landscape Architect IV	\$51.43	\$93.92	\$145.35
Landscape Architect III	\$44.20	\$80.72	\$124.92
Landscape Architect II	\$36.98	\$67.53	\$104.51
Landscape Architect I	\$29.75	\$54.33	\$84.08
<b>Specialty Services (SmithGroup)</b>			
Senior Lab Specialist	\$95.17	\$173.80	\$268.97
Lab Specialist	\$79.44	\$145.07	\$224.51
Lab Planner	\$49.92	\$91.16	\$141.08
Senior Construction Admin	\$68.07	\$124.31	\$192.38
Sustainability Specialist	\$76.64	\$139.96	\$216.60
Spec Writer	\$49.41	\$90.23	\$139.64
Senior BIM Coordinator	\$52.69	\$96.22	\$148.91
Clerical	\$34.32	\$62.68	\$97.00

	Wages	Overhead	Fee	Total
<b>Architectural Services (Poster Mirto McDonald)</b>				
Principal/Architect (R.A.)	\$52.50	\$83.48	\$10.88	\$146.85
Principal/Planner (AICP)	\$52.50	\$83.48	\$10.88	\$146.85
Senior Architect (R.A.)	\$38.50	\$61.22	\$7.98	\$107.69
Junior Architect 1 (R.A.)	\$32.30	\$51.36	\$6.69	\$90.35
Architectural Historian	\$35.50	\$56.45	\$7.36	\$99.30
Architectural Associate	\$24.50	\$38.96	\$5.08	\$68.53
Clerical/Admin	\$19.50	\$31.01	\$4.04	\$54.55
<b>Structural Services (Martin White &amp; Griffis)</b>				
Principal	\$62.65	\$83.32	\$11.68	\$157.65
Senior Structural Engineer	\$47.60	\$63.31	\$8.87	\$119.78
Structural Engineer	\$36.06	\$47.96	\$6.72	\$90.74
Structural Designer	\$29.81	\$39.65	\$5.56	\$75.01
CAD/BIM	\$29.81	\$39.65	\$5.56	\$75.01
<b>Civil Services (Dibble)</b>				
Project Manager	\$63.51	\$119.82	\$14.67	\$198.00
QA/QC Manager	\$61.59	\$116.19	\$14.22	\$192.02
Project Engineer (PE)	\$54.21	\$102.28	\$12.52	\$169.01
Assit. Project Engineer (EIT)	\$43.94	\$82.90	\$10.15	\$136.99
Senior Designer	\$45.55	\$85.94	\$10.52	\$142.01
Admin. Assistant	\$26.94	\$50.83	\$6.22	\$83.99
<b>Survey (Dibble)</b>				
Land Surveyor	\$58.70	\$110.75	\$13.56	\$183.01
Survey Technician	\$32.40	\$61.13	\$7.48	\$101.01
Survey Crew	\$62.55	\$118.01	\$14.45	\$195.01
Admin. Assistant	\$26.94	\$50.83	\$6.22	\$83.99
<b>AV / IT / Security / Acoustics (NV5)</b>				
Principal	\$69.71	\$125.48	\$15.62	\$210.80
Project Manager	\$56.00	\$100.80	\$12.54	\$169.34
Designer	\$56.00	\$100.80	\$12.54	\$169.34
Revit Specialist	\$32.00	\$57.60	\$7.17	\$96.77
Administration	\$32.00	\$57.60	\$7.17	\$96.77
<b>Cost (PCR)</b>				
Principal	\$100.77	\$79.64	\$14.43	\$194.84
Cost Manager	\$70.10	\$55.40	\$10.04	\$135.54
MEP Estimator	\$66.11	\$52.25	\$9.47	\$127.83
Estimator	\$35.00	\$27.66	\$5.01	\$67.67

### Explanatory Notes:

1. The term "Architect" is used for billing purposes only, to indicate that the individual is in the Architectural Discipline and may or may not be a licensed architect within your state.
2. Rates may be adjusted annually and be effective January 1 of each year.

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Exhibit 'B' - OME DESIGN FEE TASK & HOURLY BREAKDOWN

Discipline	Phase Duration Dates	I. Program Verification 3 weeks 7/19/21 - 8/26/21			II. Schematic Design 13 weeks 8/30/21 - 11/28/21			III. Design Development 17 weeks 11/29/21 - 3/27/22			IV. Construction Documents 22 weeks 3/28/22 - 8/28/22			V. DMF/Bidding 13 weeks 8/29/22 - 11/27/22			VI. Construction Admin. 65 weeks 11/28/22 - 2/25/24			VII. Closeout 5 weeks 2/26/24 - 4/29/24			TOTAL		
		Rate	Fee	Hours	Rate	Fee	Hours	Rate	Fee	Hours	Rate	Fee	Hours	Rate	Fee	Hours	Rate	Fee	Hours	Rate	Hours				
ME Basic Services																									
Project Administration - Phoenix	Project Administration - Phoenix	\$	8,424	42	\$	18,260	91	\$	23,979	115	\$	30,901	154	\$	5,084	26	\$	24,195	120	\$	1,753	9	\$	112,460	591
	Principal in Charge	\$ 235	\$ 1,415	6	\$ 3,067	13	\$ 4,010	17	\$ 5,160	22	\$ -	-	-	\$ 4,718	20	\$ -	-	-	-	-	-	-	-	-	
	Sr. Project Manager	\$ 195	\$ 7,012	36	\$ 15,163	78	\$ 19,885	102	\$ 26,711	132	\$ 5,084	26	\$ 5,084	26	\$ 18,478	100	\$ 6,175	3	-	-	-	-	-	-	
	Project Administration - Tucson		\$ 1,782	12	\$ 3,818	28	\$ 4,993	34	\$ 6,462	44	\$ 981	6	\$ 17,622	120	\$ 587	4	\$ 38,126	246	-	-	-	-	-		
	Principal Architect (R.A.)	\$ 147	\$ 1,782	12	\$ 3,818	28	\$ 4,993	34	\$ 6,462	44	\$ 981	6	\$ 17,622	120	\$ 587	4	\$ 38,126	246	-	-	-	-	-		
	Architecture - Phoenix		\$ 35,825	240	\$ 125,472	780	\$ 192,636	1,308	\$ 217,183	1,512	\$ 8,003	50	\$ 108,602	715	\$ 5,834	35	\$ 689,335	4,651	-	-	-	-	-	-	
	Design Principal	\$ 248	\$ 14,748	60	\$ 31,953	130	\$ 25,071	102	\$ 10,615	44	\$ 492	2	\$ -	-	\$ -	-	\$ -	-	-	-	-	-	-		
	Architect IV	\$ 188	\$ -	-	\$ 24,164	130	\$ 50,659	272	\$ 65,429	352	\$ 2,974	16	\$ 48,229	260	\$ 2,231	12	\$ -	-	-	-	-	-	-		
	Architect III	\$ 142	\$ -	-	\$ 18,484	130	\$ 38,076	272	\$ 50,053	352	\$ 2,275	16	\$ 38,668	260	\$ 1,766	12	\$ -	-	-	-	-	-	-		
	Architect II	\$ 116	\$ 14,286	120	\$ 15,476	130	\$ 32,379	272	\$ 28,169	220	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	-	-	-	-		
Interior Design	Architect I	\$ 82	\$ 2,445	30	\$ 10,598	130	\$ 13,656	170	\$ 17,932	220	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	-	-	-	-		
	Interior Designer IV	\$ 178	\$ 6,327	30	\$ 12,430	70	\$ 19,981	90	\$ 23,439	132	\$ 1,421	6	\$ 11,540	66	\$ 1,065	6	\$ -	-	-	-	-	-	-		
	Interior Designer III	\$ 135	\$ -	-	\$ 7,369	70	\$ 9,476	90	\$ 13,896	132	\$ 842	8	\$ 6,843	65	\$ 832	9	\$ -	-	-	-	-	-	-		
	Senior Construction Admin.	\$ 192	\$ -	-	\$ -	-	\$ 3,848	20	\$ 3,848	20	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	-	-	-	-		
	Spec Writer	\$ 140	\$ -	-	\$ -	-	\$ 2,793	20	\$ 5,585	40	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	-	-	-	-		
	Clerical	\$ 76	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 4,920	65	\$ -	-	\$ -	-	-	-	-	-	-		
	Architecture - Tucson		\$ 5,633	64	\$ 14,635	169	\$ 48,931	578	\$ 102,092	1,168	\$ 4,592	32	\$ 185,454	1,620	\$ 2,820	32	\$ 344,155	3,933	-	-	-	-	-		
	Senior Architect (R.A.)	\$ 108	\$ 3,448	32	\$ 8,400	78	\$ 25,631	238	\$ 66,861	528	\$ 2,800	26	\$ 112,000	1,040	\$ 1,723	18	\$ -	-	-	-	-	-	-		
	Architectural Associate	\$ 69	\$ 2,193	32	\$ 6,235	81	\$ 23,301	340	\$ 45,231	660	\$ 1,782	26	\$ 53,454	760	\$ 1,087	19	\$ -	-	-	-	-	-	-		
	Architectural Associate		\$ 13,735	64	\$ 51,745	212	\$ 73,594	458	\$ 79,398	880	\$ 6,620	40	\$ 44,682	350	\$ 4,590	23	\$ 324,395	2,193	-	-	-	-	-		
Mechanical & Plumbing	Mechanical & Plumbing	\$ 233	\$ 5,684	24	\$ 24,199	104	\$ 31,645	136	\$ 25,995	110	\$ 3,025	13	\$ 10,249	130	\$ 1,581	8	\$ -	-	-	-	-	-	-		
	Engineer V	\$ 181	\$ 3,250	18	\$ 3,419	52	\$ 12,317	68	\$ 11,955	66	\$ 1,268	7	\$ 11,774	65	\$ 1,387	6	\$ -	-	-	-	-	-	-		
	Engineer IV	\$ 113	\$ 2,702	24	\$ 11,710	104	\$ 19,141	170	\$ 19,817	176	\$ 1,464	13	\$ 14,637	130	\$ 961	8	\$ -	-	-	-	-	-	-		
	Engineer III	\$ 92	\$ -	-	\$ -	-	\$ -	-	\$ 16,206	176	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	-	-	-	-		
	Engineering Designer II	\$ 123	\$ 2,322	16	\$ 6,416	52	\$ 10,481	85	\$ 21,722	176	\$ 854	7	\$ 8,022	65	\$ 741	6	\$ -	-	-	-	-	-	-		
	Engineering Designer II	\$ 80	\$ -	-	\$ -	-	\$ -	-	\$ 14,102	176	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	-	-	-	-		
	Electrical		\$ 7,932	64	\$ 31,347	221	\$ 44,969	357	\$ 67,151	550	\$ 3,103	20	\$ 19,683	341	\$ 2,115	18	\$ 198,247	1,581	-	-	-	-	-		
	Engineer V	\$ 233	\$ 1,395	6	\$ 3,025	13	\$ 3,955	17	\$ 5,119	22	\$ 931	4	\$ 3,723	16	\$ -	-	\$ -	-	-	-	-	-	-		
	Engineer III	\$ 149	\$ 3,674	24	\$ 15,487	104	\$ 20,292	136	\$ 28,309	176	\$ 1,181	8	\$ 9,878	65	\$ 993	6	\$ -	-	-	-	-	-	-		
	Engineering Designer III	\$ 123	\$ 2,952	24	\$ 12,835	104	\$ 12,689	102	\$ 21,722	176	\$ 987	8	\$ 18,045	130	\$ 741	6	\$ -	-	-	-	-	-	-		
Engineering Designer II	\$ 80	\$ -	-	\$ -	-	\$ 9,173	102	\$ 14,102	176	\$ -	-	\$ 10,416	130	\$ 481	8	\$ -	-	-	-	-	-	-			
Structural Engineering	Structural Engineering		\$ 555	4	\$ 2,218	88	\$ 16,132	170	\$ 25,958	296	\$ 903	10	\$ 14,753	180	\$ 500	3	\$ 58,119	755	-	-	-	-	-		
	Principal	\$ 156	\$ 215	2	\$ 2,622	16	\$ 1,892	12	\$ 1,261	8	\$ -	-	\$ 215	2	\$ -	-	\$ -	-	-	-	-	-	-		
	Senior Structural Engineer	\$ 120	\$ 240	2	\$ 2,878	24	\$ 4,781	40	\$ 7,499	48	\$ 240	2	\$ 1,507	13	\$ -	-	\$ -	-	-	-	-	-	-		
	Structural Engineer	\$ 91	\$ -	-	\$ 1,270	14	\$ 3,443	36	\$ 4,444	40	\$ 383	4	\$ 2,004	32	\$ -	-	\$ -	-	-	-	-	-	-		
	Structural Designer	\$ 75	\$ -	-	\$ 750	10	\$ 3,091	40	\$ 4,501	60	\$ 300	4	\$ 9,752	130	\$ 600	8	\$ -	-	-	-	-	-	-		
	CADD/3D	\$ 75	\$ -	-	\$ 1,800	24	\$ 3,091	40	\$ 6,002	120	\$ -	-	\$ 225	3	\$ -	-	\$ -	-	-	-	-	-	-		
	Civil Engineering		\$ -	-	\$ 18,130	98	\$ 17,858	110	\$ 25,333	154	\$ 4,920	23	\$ 9,804	60	\$ 2,510	13	\$ 74,400	488	-	-	-	-	-		
	Project Manager	\$ 108	\$ -	-	\$ 5,544	28	\$ 6,732	34	\$ 8,316	42	\$ 1,584	8	\$ 2,772	14	\$ 306	2	\$ -	-	-	-	-	-	-		
	QA/QC Manager	\$ 192	\$ -	-	\$ 1,152	6	\$ -	-	\$ 1,536	8	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	-	-	-	-		
	Project Engineer (PE)	\$ 169	\$ -	-	\$ 2,704	16	\$ 2,704	16	\$ 4,364	26	\$ 1,362	8	\$ 3,380	20	\$ 1,014	6	\$ -	-	-	-	-	-	-		
Civil Engineering (EIT)	Asst. Project Engineer (EIT)	\$ 135	\$ -	-	\$ 2,192	16	\$ 2,740	20	\$ 2,446	18	\$ 546	4	\$ 1,098	9	\$ 366	4	\$ -	-	-	-	-	-	-		
	Senior Designer	\$ 142	\$ -	-	\$ 4,544	32	\$ 6,680	40	\$ 8,520	60	\$ 1,135	8	\$ 2,556	18	\$ 652	6	\$ -	-	-	-	-	-	-		
	ME Basic Services Subtotal		\$ 74,889	600	\$ 285,834	1,796	\$ 432,980	3,135	\$ 684,375	4,770	\$ 32,793	232	\$ 444,976	3,746	\$ 20,808	163	\$ 1,847,666	14,338	-	-	-	-	-		
	ME Supplemental Services																								
	Lab Planning	Lab Planning		\$ 8,779	53	\$ 23,551	162	\$ 43,999	238	\$ 67,970	374	\$ 4,732	24	\$ 28,925	146	\$ 2,900	13	\$ 185,171	1,007	-	-	-	-	-	
		Senior Lab Specialist	\$ 259	\$ 4,841	18	\$ 7,382	27	\$ 9,145	34	\$ 11,835	44	\$ 1,076	4	\$ 6,893	26	\$ 538	2	\$ -	-	-	-	-	-	-	
		Lab Specialist	\$ 225	\$ -	-	\$ 8,062	27	\$ 15,267	68	\$ 24,698	110	\$ 2,245	10	\$ 13,471	60	\$ 588	4	\$ -	-	-	-	-	-	-	
		Lab Planner	\$ 141	\$ 4,938	35	\$ 15,237	108	\$ 19,187	136	\$ 31,838	220	\$ 1,411	10	\$ 8,485	60	\$ 564	4	\$ -	-	-	-	-	-	-	
		FFPE Design		\$ -	-	\$ 5,046	39	\$ 11,406	85	\$ 14,761	110	\$ 775	6	\$ 4,657	36	\$ 321	1	\$ 37,268	290	-	-	-	-	-	
	Interior Design	Interior Designer IV	\$ 178	\$ -	-	\$ 2,308	13	\$ 6,037	34	\$ 7,813	44	\$ 355	2	\$ 2,131	12	\$ -	-	\$ -	-	-	-	-	-	-	
Interior Designer II		\$ 105	\$ -	-	\$ 2,737	28	\$ 5,369	51	\$ 8,948	66	\$ 421	4	\$ 2,527	24	\$ 421	4	\$ -	-	-	-	-	-	-		
Signage / Wayfinding Design			\$ -	-	\$ -	-	\$ 1,932	12	\$ 4,269	33	\$ 283	2	\$ 3,105	24	\$ 105	1	\$ 9,315	72	-	-	-	-	-		
Interior Design	Interior Designer IV	\$ 178	\$ -	-	\$ -	-	\$ 710	4	\$ 1,353	11	\$ 175	1	\$ 1,421	6	\$ -	-	\$ -	-	-	-	-	-	-		
	Interior Designer II	\$ 105	\$ -	-	\$ -	-	\$ 842	8	\$ 2,316	22	\$ 105	1	\$ 1,084	18	\$ 105	1	\$ -	-	-	-	-	-	-		
	Landscape Design		\$ -	-	\$ 5,137	39	\$ 14,938	135	\$ 14,720	140	\$ 2,417	20	\$ 8,505	72	\$ 359	3	\$ 46,376	417	-	-	-	-	-		
	Landscape Architect IV	\$ 145	\$ -	-	\$ 1,890	13	\$ 2,471	17	\$ 1,599	11	\$ 881	4	\$ 1,744	12	\$ 291	2	\$ -	-	-	-	-	-	-		
	Landscape Architect III	\$ 125	\$ -	-	\$ 3,248	26	\$ 4,247	34	\$ 2,748	22	\$ 999	6	\$ 2,988	24	\$ 250	2	\$ -	-	-	-	-	-	-		
Landscape Design	Landscape Architect II	\$ 135	\$ -	-	\$ -	-	\$ 4,360	42	\$ 5,746	55	\$ 636	8	\$ 3,762	36	\$ 418	1	\$ -	-	-	-	-	-	-		
	Landscape Architect I	\$ 84	\$ -	-	\$ -	-	\$ 3,531	42	\$ 4,624	55	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	-	-	-	-		

	Phase Duration Dates	I. Program Verification 5 weeks 1/19/21 - 8/29/21			II. Schematic Design 13 weeks 8/30/21 - 11/28/21			III. Design Development 17 weeks 11/29/21 - 3/27/22			IV. Construction Documents 22 weeks 3/28/22 - 8/28/22			V. CM@Risk/Bidding 13 weeks 8/29/22 - 11/27/22			VI. Construction Admin. 65 weeks 11/28/22 - 2/25/24			VII. Closeout 9 weeks 2/26/24 - 4/28/24			TOTAL									
		Discipline	Rate	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours											
Energy & Daylight Modeling		\$	5	-		\$	3,959	39		\$	7,786	77		\$	16,953	176		\$	7,938	78		\$	365	3		\$	37,037	374				
Engineer II	\$	113		-		\$	2,927	28		\$	8,742	51		\$	9,903	88		\$	8,855	82		\$	225	2		\$						
Engineering Designer II	\$	80		-		\$	1,046	13		\$	2,943	24		\$	7,051	88		\$	2,083	28		\$	160	2		\$						
Sustainability		\$	2,039	12		\$	5,532	26		\$	7,364	34		\$	9,530	44		\$	8,055	4		\$	16,895	78		\$	3,466	16		\$	46,352	214
Sustainability Specialist	\$	217		-		\$	5,532	26		\$	7,364	34		\$	9,530	44		\$	8,055	4		\$	16,895	78		\$	3,466	16		\$		
Survey		\$	5,941	35		\$	-	-		\$	-	-		\$	-	-		\$	-	-		\$	-	-		\$	5,941	35		\$		
Land Surveyor	\$	183		-		\$	2,013	11		\$	-	-		\$	-	-		\$	-	-		\$	-	-		\$	-	-		\$		
Survey Technician	\$	101		-		\$	86	5		\$	-	-		\$	-	-		\$	-	-		\$	-	-		\$	-	-		\$		
Survey Clerk	\$	195		-		\$	5,102	16		\$	-	-		\$	-	-		\$	-	-		\$	-	-		\$	-	-		\$		
AV/IT/Security/Access		\$	2,115	12		\$	12,435	70		\$	30,776	205		\$	34,670	228		\$	1,776	10		\$	15,815	94		\$	1,016	5		\$	98,603	625
Principal	\$	211		-		\$	482	2		\$	2,951	14		\$	2,108	10		\$	422	2		\$	1,688	8		\$	-	-		\$		
Project Manager	\$	160		-		\$	1,016	6		\$	7,764	34		\$	8,774	42		\$	8,774	42		\$	4,054	24		\$	339	2		\$		
Designer	\$	169		-		\$	877	4		\$	3,728	22		\$	16,828	95		\$	16,828	110		\$	9,483	56		\$	977	4		\$		
Revit Specialist	\$	17		-		\$	-	-		\$	5,600	20		\$	5,600	20		\$	-	-		\$	581	5		\$	-	-		\$		
Cost		\$	3,495	24		\$	11,482	85		\$	20,832	188		\$	16,940	141		\$	2,400	17		\$	-	-		\$	54,828	443		\$		
Principal	\$	165		-		\$	874	8		\$	1,364	7		\$	3,887	20		\$	330	2		\$	-	-		\$	-	-		\$		

Exhibit 'C' - PARKING GARAGE DESIGN FEE TASK & HOURLY BREAKDOWN

Discipline	Phase Duration Dates	I. Program Verification 5 weeks 7/19/21 - 8/29/21			II. Schematic Design 13 weeks 9/30/21 - 11/28/21			III. Design Development 17 weeks 11/29/21 - 3/27/22			IV. Construction Documents 22 weeks 3/28/22 - 8/28/22			V. GMP/Bidding 13 weeks 8/29/22 - 11/27/22			VI. Construction Admin. 40 weeks 11/28/22 - 8/27/23			VII. Closeout 9 weeks 9/28/23 - 10/26/24			TOTAL	
		Rate	Fee	Hours	Rate	Fee	Hours	Rate	Fee	Hours	Rate	Fee	Hours	Rate	Fee	Hours	Rate	Fee	Hours	Rate	Fee	Hours		
Garage Basic Services																								
Structural Engineering	Project Administration - Phoenix		\$ 4,214	21	\$ 3,012	45	\$ 11,821	59	\$ 15,215	78	\$ 2,532	13	\$ 7,548	38	\$ 773	4	\$ 51,221	254						
	Principal in Charge	\$ 238	\$ 708	3	\$ 1,416	6	\$ 1,887	6	\$ 2,358	10	\$ -		\$ 1,416	6	\$ -									
	SR Project Manager	\$ 195	\$ 3,506	18	\$ 7,896	39	\$ 9,934	51	\$ 12,858	66	\$ 2,532	13	\$ 5,233	32	\$ 773	4								
	Project Administration - Tucson		\$ 881	6	\$ 1,909	13	\$ 2,497	17	\$ 3,231	22	\$ 441	3	\$ 4,699	32	\$ 294	2	\$ 13,951	35						
	Principal Architect (R.A.)	\$ 147	\$ 881	6	\$ 1,909	13	\$ 2,497	17	\$ 3,231	22	\$ 441	3	\$ 4,699	32	\$ 294	2								
	Architecture - Phoenix		\$ 16,991	120	\$ 43,946	299	\$ 71,559	479	\$ 100,230	712	\$ 3,837	24	\$ 55,518	380	\$ 2,825	16	\$ 294,774	2,010						
	Design Principal	\$ 248	\$ 7,374	30	\$ 9,583	38	\$ 12,636	51	\$ 5,407	22	\$ -		\$ -		\$ -									
	Architect IV	\$ 189	\$ -		\$ 12,062	65	\$ 25,280	136	\$ 40,883	220	\$ 2,231	12	\$ 28,741	160	\$ 1,487	8								
	Architect III	\$ 142	\$ -		\$ 9,242	63	\$ 19,337	136	\$ 31,281	220	\$ 1,708	12	\$ 22,750	160	\$ 1,137	3								
	Architect II	\$ 119	\$ 7,142	60	\$ 7,738	66	\$ -		\$ -		\$ -		\$ -		\$ -									
Mechanical & Plumbing	Architect I	\$ 82	\$ 2,445	30	\$ 5,258	68	\$ 11,085	136	\$ 17,932	220	\$ -		\$ -		\$ -									
	Interior Designer IV	\$ 176	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -									
	Interior Designer III	\$ 105	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -									
	Senior Construction Admin	\$ 162	\$ -		\$ -		\$ 1,924	10	\$ 1,924	10	\$ -		\$ -		\$ -									
	Spec Writer	\$ 140	\$ -		\$ -		\$ 1,386	10	\$ 2,763	20	\$ -		\$ -		\$ -									
	Clerical	\$ 76	\$ -		\$ -		\$ -		\$ -		\$ -		\$ 3,027	40	\$ -									
	Architecture - Tucson		\$ 2,115	24	\$ 3,873	78	\$ 17,975	204	\$ 42,648	484	\$ 2,291	28	\$ 42,294	480	\$ 1,410	18	\$ 115,603	1,312						
	Senior Architect (R.A.)	\$ 108	\$ 1,285	12	\$ 4,200	59	\$ 10,895	102	\$ 28,062	242	\$ 1,403	19	\$ 25,846	240	\$ 582	8								
	Architectural Associate	\$ 69	\$ 822	12	\$ 2,873	39	\$ 6,990	102	\$ 16,585	242	\$ 881	13	\$ 16,448	240	\$ 548	3								
	Mechanical & Plumbing		\$ 1,218	6	\$ 3,856	26	\$ 5,177	34	\$ 8,463	66	\$ 509	4	\$ 5,091	40	\$ 508	4	\$ 26,127	192						
Electrical	Engineer V	\$ 233	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -									
	Engineer IV	\$ 181	\$ 726	4	\$ 2,355	13	\$ 3,078	17	\$ 5,985	22	\$ 382	2	\$ 3,623	20	\$ 382	2								
	Engineer III	\$ 113	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -									
	Engineer I	\$ 82	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -									
	Engineering Designer III	\$ 123	\$ 494	4	\$ 1,804	13	\$ 2,068	17	\$ 2,715	22	\$ 247	2	\$ 2,468	20	\$ 247	2								
	Engineering Designer II	\$ 80	\$ -		\$ -		\$ -		\$ 1,763	22	\$ -		\$ -		\$ -									
	Engineer V	\$ 233	\$ 1,872	74	\$ 14,676	121	\$ 19,371	158	\$ 24,659	204	\$ 1,410	12	\$ 7,948	60	\$ 2,115	18	\$ 71,155	588						
	Engineer IV	\$ 181	\$ 485	2	\$ 931	4	\$ 1,388	6	\$ 1,388	6	\$ -		\$ -		\$ -									
	Engineer III	\$ 149	\$ 596	4	\$ 5,806	39	\$ 7,595	51	\$ 9,628	66	\$ 588	4	\$ 2,876	20	\$ 890	6								
	Engineering Designer III	\$ 123	\$ 494	4	\$ 4,813	39	\$ 6,294	51	\$ 8,148	66	\$ 494	4	\$ 2,465	20	\$ 741	6								
Structural Engineering	Engineering Designer II	\$ 80	\$ 320	4	\$ 5,126	38	\$ 4,688	51	\$ 6,288	66	\$ 320	4	\$ 1,802	20	\$ 481	5								
	Structural Engineering		\$ 794	5	\$ 11,950	120	\$ 21,157	228	\$ 33,997	330	\$ 1,142	12	\$ 17,700	216	\$ 750	10	\$ 87,510	992						
	Principal	\$ 158	\$ 315	2	\$ 2,522	16	\$ 1,892	12	\$ 1,351	8	\$ -		\$ 631	4	\$ -									
	Senior Structural Engineer	\$ 120	\$ 478	4	\$ 3,593	30	\$ 5,749	46	\$ 7,187	60	\$ 479	4	\$ 1,431	12	\$ -									
	Structural Engineer	\$ 91	\$ -		\$ 1,633	18	\$ 5,444	90	\$ 7,985	88	\$ 383	4	\$ 3,630	40	\$ -									
	Structural Designer	\$ 75	\$ -		\$ 1,200	16	\$ 4,501	60	\$ 8,751	90	\$ 300	4	\$ 12,002	160	\$ 750	10								
	CADD/BIM	\$ 75	\$ -		\$ 3,001	40	\$ 3,001	46	\$ 10,802	144	\$ -		\$ -		\$ -									
	Civil Engineering		\$ -		\$ 13,608	84	\$ 14,760	92	\$ 20,409	128	\$ 3,784	24	\$ 7,328	44	\$ 2,578	13	\$ 82,789	398						
	Project Manager	\$ 198	\$ -		\$ 3,564	18	\$ 4,752	24	\$ 6,330	32	\$ 792	4	\$ 2,772	14	\$ 792	4								
	QA/QC Manager	\$ 192	\$ -		\$ 1,152	6	\$ -		\$ 766	4	\$ -		\$ -		\$ -									
Consultants	Project Engineer (PE)	\$ 169	\$ -		\$ 2,704	16	\$ 2,704	16	\$ 3,718	22	\$ 1,014	6	\$ 2,008	12	\$ 516	4								
	Task Project Engineer (EIT)	\$ 137	\$ -		\$ 1,944	12	\$ 1,644	12	\$ 1,918	14	\$ 822	6	\$ 822	6	\$ 274	2								
	Senior Designer	\$ 142	\$ -		\$ 4,544	32	\$ 5,680	40	\$ 7,668	54	\$ 1,138	6	\$ 1,704	12	\$ 1,138	3								
Basic Services Subtotal			\$ 28,059	199	\$ 105,834	708	\$ 184,368	1,272	\$ 348,838	2,080	\$ 16,128	118	\$ 148,325	1,270	\$ 11,499	86	\$ 725,107	6,913						

Exhibit 'C' - PARKING GARAGE DESIGN FEE TASK & HOURLY BREAKDOWN

Discipline	Rate	I. Program Verification 5 weeks 7/19/21 - 8/29/21			II. Schematic Design 13 weeks 9/30/21 - 11/29/21			III. Design Development 17 weeks 11/30/21 - 3/27/22			IV. Construction Documents 22 weeks 3/28/22 - 6/28/22			V. GMP/Bidding 13 weeks 6/29/22 - 11/27/22			VI. Construction Admin. 40 weeks 11/28/22 - 6/27/23			VII. Closeout 9 weeks 6/28/23 - 10/29/24			TOTAL									
		Fee	Hours		Fee	Hours		Fee	Hours		Fee	Hours		Fee	Hours		Fee	Hours		Fee	Hours		Fee	Hours								
Garage Supplemental Services																																
Signage / Wayfinding Design	\$	-		\$	-		\$	1,552	12		\$	4,269	33		\$	283	2		\$	3,105	24		\$	105	1		\$	9,316	72			
	\$ 176	\$	-		\$	-		\$	710	4		\$	1,863	11		\$	178	1		\$	1,421	8		\$	-							
	\$ 105	\$	-		\$	-		\$	842	6		\$	2,310	22		\$	105	1		\$	1,884	16		\$	106	1						
		\$	-		\$	4,265	33		\$	8,299	78		\$	10,795	99		\$	1,835	10		\$	9,025	60		\$	888	3		\$	31,858	230	
	\$ 145	\$	-		\$	1,017	7		\$	1,183	8		\$	1,699	11		\$	-			\$	-			\$	-						
	\$ 126	\$	-		\$	3,480	28		\$	2,124	17		\$	2,748	22		\$	899	8		\$	1,408	12		\$	230	2					
	\$ 105	\$	-		\$	-		\$	3,653	34		\$	4,599	44		\$	839	8		\$	2,508	24		\$	418	4						
	\$ 84	\$	-		\$	-		\$	1,429	17		\$	1,850	22		\$	-			\$	2,018	24		\$	-							
		\$	1,330	6		\$	2,816	13		\$	3,682	17		\$	4,765	22		\$	433	2		\$	9,097	42		\$	1,733	3		\$	23,828	110
Sustainability Sustainability Specialist	\$ 217	\$	1,300	6		\$	2,816	13		\$	3,682	17		\$	4,768	22		\$	433	2		\$	9,097	42		\$	1,733	3		\$	23,828	110
		\$	-		\$	4,559	26		\$	9,214	92		\$	10,399	69		\$	1,016	5		\$	4,872	30		\$	1,310	5		\$	31,087	138	
	\$ 211	\$	-		\$	843	4		\$	843	4		\$	843	4		\$	-			\$	422	2		\$	-						
	\$ 169	\$	-		\$	2,371	14		\$	1,955	9		\$	1,693	10		\$	677	4		\$	1,355	8		\$	338	2					
	\$ 169	\$	-		\$	1,355	8		\$	5,080	30		\$	5,927	35		\$	339	2		\$	2,710	16		\$	677	4					
	\$ 97	\$	-		\$	-		\$	1,935	20		\$	1,935	20		\$	-			\$	387	4		\$	-							
		\$	1,399	10		\$	3,140	28		\$	5,478	44		\$	4,130	33		\$	1,459	10		\$	-			\$	-			\$	15,811	123
	\$ 195	\$	195	1		\$	195	1		\$	390	2		\$	390	2		\$	390	2		\$	-			\$	-					
	\$ 136	\$	949	7		\$	2,033	15		\$	3,524	28		\$	2,440	18		\$	813	6		\$	-			\$	-					
MEP Estimator Estimator	\$ 128	\$	286	2		\$	511	4		\$	1,023	8		\$	895	7		\$	258	2		\$	-			\$	-					
	\$ 58	\$	-		\$	406	6		\$	541	6		\$	400	6		\$	-			\$	-			\$	-						
		\$	2,699	18		\$	14,796	88		\$	28,195	211		\$	34,359	268		\$	5,028	36		\$	23,100	166		\$	3,922	21		\$	111,687	794
	Garage Total Fee for All Services																															
	\$	30,768	3,688		\$	120,728	14,486		\$	192,682	23,076		\$	283,187	33,924		\$	21,152	2,533		\$	171,428	20,533		\$	14,981	1,781		\$	834,804	4,816	
	Garage Design Fee (8% on SmithGroup only)																															
	\$	2,045			\$	8,284			\$	8,716			\$	13,472			\$	883			\$	7,563			\$	891			\$	40,882		
	Garage Design Contingency (10%)																															
	\$	3,280			\$	12,702			\$	20,228			\$	29,467			\$	2,203			\$	17,898			\$	1,587			\$	97,547		
Garage Estimated Expenses																																
\$	376	-		\$	625	-		\$	376	-		\$	625	-		\$	-	-		\$	-	-		\$	-	-		\$	2,000	-		
Garage Optional Services																																
Office Improvements (Minor)	\$	-		\$	-		\$	2,448	16		\$	-		\$	-		\$	-		\$	-		\$	274	2		\$	2,722	18			
Project Engineer (PE)	\$ 169	\$	-		\$	-		\$	1,352	8		\$	-		\$	-		\$	-		\$	-		\$	-		\$	1,352	8			
Asst. Project Engineer (EIT)	\$ 137	\$	-		\$	-		\$	1,098	8		\$	-		\$	-		\$	-		\$	-		\$	274	2		\$	1,370	8		
Traffic Impact Statement	\$	-		\$	12,489	77		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	12,489	77	
Project Manager	\$ 198	\$	-		\$	3,960	20		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	3,960	20
Project Engineer (PE)	\$ 169	\$	-		\$	5,760	40		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	5,760	40
Asst. Project Engineer (EIT)	\$ 137	\$	-		\$	2,328	17		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	2,328	17
Admin. Assistant	\$ 142	\$	-		\$	1,420	10		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	1,420	10
Full Traffic Report	\$	-		\$	34,078	154		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	34,078	154	
Project Manager	\$ 198	\$	-		\$	3,960	20		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	3,960	20
Project Engineer (PE)	\$ 169	\$	-		\$	13,121	80		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	13,121	80
Asst. Project Engineer (EIT)	\$ 137	\$	-		\$	4,568	34		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	4,568	34
Senior Designer	\$ 142	\$	-		\$	2,840	20		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	2,840	20
Garage Optional Services Subtotal																																
\$	-	-		\$	37,488			\$	2,448			\$	-		\$	-		\$	-		\$	-		\$	274		\$	40,180	248			
Garage Optional Fee (8% on SmithGroup only)																																
\$	-	-		\$	3,747			\$	248			\$	-		\$	-		\$	-		\$	-		\$	27		\$	4,019				
Garage Optional Contingency (10%)																																
\$	-	-		\$	-			\$	-			\$	250			\$	-		\$	-			\$	-		\$	-		\$	250		
Garage Optional Estimated Expenses																																
\$	-	-		\$	-			\$	-			\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	250	
Total Fee for All Services + Reimbursables																						\$1,009,471										

# SMITHGROUP

## Exhibit 'D' ESTIMATED EXPENSE BREAKDOWN

### TRAVEL COSTS:

#### Meeting Travel - Day Trip

Expenses				\$54	per person
Extended day meal reimbursement	\$19.00	per day	1	\$19.00	Extended day meal reimbursement limit
car mileage	\$35.00	per trip	1	\$35.00	240 miles roundtrip @ \$0.445 per mile / 3 people per car

#### Meeting Travel - 1 Overnight Stay

Expenses				\$219	per person
hotel	\$94.00	per night	1	\$107.48	per diem rate plus 14.34% taxes
day of travel per diem max	\$38.25	per day	2	\$76.50	per AZDOA MI&E 75% day of travel rate
car mileage	\$35.00	per trip	1	\$35.00	240 miles roundtrip @ \$0.445 per mile / 3 people per car

#### Meeting Travel - 2 Overnight Stays

Expenses				\$377	per person
hotel	\$94.00	per night	2	\$214.96	per diem rate plus 14.34% taxes
day of travel per diem max	\$38.25	per day	2	\$76.50	per AZDOA MI&E 75% day of travel rate
per diem max	\$51.00	per day	1	\$51.00	per AZDOA MI&E full day rate
car mileage	\$35.00	per trip	1	\$35.00	240 miles roundtrip @ \$0.445 per mile / 3 people per car

### TRIPS:

\*All Trips are included as ME Expenses

Workshop/Meeting Expenses	#	Trips	#people each	Cost	Subtotal	
1) Program Verification Phase					\$2,844	
SmithGroup Day Trip	1	Trip	4	\$216		Project Kickoff
SmithGroup w/ 1 Overnight Stay	2	Trips	6	\$2,628		User Meetings
2) Schematic Design Phase					\$1,752	
SmithGroup w/ 1 Overnight Stay	2	Trips	4	\$1,752		User Meetings
3) Design Development Phase					\$1,914	
SmithGroup w/ 1 Overnight Stay	2	Trips	4	\$1,752		User Meetings
NV5 Day Trip	1	Trips	3	\$162		
4) Construction Documents Phase					\$1,038	
SmithGroup w/ 1 Overnight Stay	1	Trips	4	\$876		User Meetings
NV5 Day Trip	1	Trips	3	\$162		
5) Bidding Phase					\$594	
SmithGroup Day Trip	2	Trips	4	\$432		
NV5 Day Trip	1	Trips	3	\$162		
5) Construction Phase					\$2,715	
SmithGroup Arch/Int Day Trip	15	Trips	2	\$1,620		monthly CA Visits
SmithGroup Lab/Eng Day Trip	5	Trips	3	\$285		5 CA Visits
NV5 Day Trip	3	Trips	3	\$486		5 CA Visits

<b>Total Estimated Travel Expenses</b>	<b>\$10,856</b>
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Pima County Office of the Medical Examiner & Kino Garage  
Letter Form Proposal - Rev.3

SmithGroup, Inc.  
06/23/2021

# SMITHGROUP

## MISCELLANEOUS EXPENSES:

### Design Team Expenses

	ME	Garage
Program Phase Printing - Workshop Boards, Misc printing	\$500	\$250
SD Phase Printing - Workshop Boards, Misc printing	\$1,000	\$500
DD Phase Printing - Workshop Boards, Misc printing	\$500	\$250
CD Phase Printing - 50% review, 100% review, Misc printing	\$1,000	\$500
Civil - Printing, Plotting, Reproduction	\$500	\$500
Civil - Aerial Mapping (Aerotech as a Sub-Consultant)	\$2,580	

<b>Total Estimated Miscellaneous Expenses</b>	<b>\$6,080</b>	<b>\$2,000</b>
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<b>Total Estimated Expenses</b>	<b>\$16,936</b>	<b>\$2,000</b>
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## OPTIONAL SERVICES EXPENSES:

### Comparable Project Tour Travel - 2 Overnight Stays

Expenses				\$886	per person
Airfare	\$400.00	per trip	1	\$457.36	anticipated roundtrip
hotel	\$94.00	per night	2	\$214.96	per diem rate plus 14.34% taxes
day of travel per diem max	\$38.25	per day	2	\$76.50	per AZDOA MI&E 75% day of travel rate
per diem max	\$51.00	per day	2	\$102.00	per AZDOA MI&E full day rate
car rental	\$35.00	per trip	1	\$35.00	3 people per car

### Expenses

SmithGroup w/ 2 Overnight Stay	1 trip	4 people	\$3,543	
Community Engagement - Workshop Boards, Misc printing			\$500	
Civil - Offsites Printing, Plotting, Reproduction			\$500	\$250

<b>Total Estimated Optional Expenses</b>	<b>\$4,543</b>	<b>\$250</b>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2021

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

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

<b>PRODUCER</b> Marsh USA Inc. One Towne Square Suite 1100 Southfield, MI 48076 Attn: detroit.certrequest@marsh.com		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
CN102397104-STND-GAWUE-21-      AZ      13287      010125		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SmithGroup, Inc. 455 North Third Street, Suite 250 Phoenix, AZ 85004		<b>INSURER A:</b> Hartford Casualty Insurance Company <b>NAIC #</b> 29424	
		<b>INSURER B:</b> Hartford Fire Insurance Company      19682	
		<b>INSURER C:</b> Travelers Property Casualty Co. of America      25674	
		<b>INSURER D:</b> Hartford Insurance Company of the Midwest      37478	
		<b>INSURER E:</b> Lloyd's of London Syndicate #2987      1128987	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-009868381-03      **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Deductible / SIR applies GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83UUNOL5585	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UENOL5586	05/15/2021	05/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP./COLL. DED. \$ 1,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP1S69859021NF	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WEOL6H7A (MI) AZ, CA, CO, DC, FL, GA, IL, KS, MA, MD, MN, MO, NJ, NY, OK, PA, TN, TX, VA, WI	05/15/2021	05/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Architects & Engineers Professional Liability			B0509FINPA2000117	09/15/2020	09/15/2021	Each Claim/General Agg \$ 2,000,000 Retention \$ 150,000

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

Re: Project: 13287 A&E Design Services Office of Medical Examiner & Kino Parking Garage

Pima County is included as Additional Insured (except Workers Compensation and Professional Liability) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

## CERTIFICATE HOLDER

Pima County  
Attention: Maria Gonzales  
150 W Congress St 3rd Fl  
Tucson, AR 85701

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

John C Hurley

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

**(2) How Limits Apply**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

**(3) Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**(4) Duties in The Event Of Accident, Claim, Suit or Loss**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory If Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

**EXCLUSION 5. - FELLOW EMPLOYEE -** of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

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

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

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

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

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

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

**POLICY NUMBER:** 83 UEN OL5586  
**CHANGE NUMBER:** 001A

**COMMERCIAL AUTO**  
**CA 04 44 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

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

AS REQUIRED BY CONTRACT

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED
EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	OPERATIONS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

#### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

AS REQUIRED BY CONTRACT

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

CANCELLATION:

Number of Days Notice:

30

### PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

### ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

### PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 83 WE OL6H7A

**Endorsement Number:**

**Effective Date:** 05/15/21

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

**Named Insured and Address:** SMITHGROUP COMPANIES, INC.

500 GRISWOLD ST STE 1700  
DETROIT MI 48226

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**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk.

Countersigned by \_\_\_\_\_

Authorized Representative