Pima County Community College District ("College") is seeking proposals from qualified firms for Architectural Services for an Expansion of the Pima Community College Aviation Technology Center.

A mandatory pre-proposal conference will be held on: **April 9, 2019 at 10:00 AM (Arizona Time)** at:

Pima Community College
Aviation Technology Center
7211 S. Park Ave.
Tucson, AZ 85709-6185
Avionics 140

The deadline for receipt of sealed proposals is: **April 25, 2019 at 3:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

Pima County Community College District
Finance / Contracts & Purchasing
4905D East Broadway, Room D-232
Tucson, Arizona 85709-1420

Any proposal received after the date and time listed above will be returned and will not be considered.

Questions pertaining to this Request for Proposal ("RFQ") must be communicated in writing and be received via email, listed below, by **April 12, 2019 at 3:00 PM (Arizona Time)**. Questions shall include the specified Buyer’s name and proposal number, a reference to the appropriate page and section number of the RFQ. Questions and answers will be posted on the College’s webpage listed below by **April 17, 2019, at 5:00 PM (Arizona Time)**:

Jan Posz, C.P.M., Sr. Buyer
do-bids-proposals@pima.edu

Copies of this RFQ, questions and answers, and any related documents are available at: [http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html](http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html)

**Accommodations for People with Disabilities.** If the vendor or any of the vendor’s employees participating in this RFQ need, or have questions about the College's accommodations for people with disabilities, please make arrangements with the specified College buyer, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).
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Section 1
Project Summary

1. Request for Qualification Summary
Pima County Community College District (“College”) is seeking proposals from qualified firms for Architectural Services in accordance with the Scope of Work specified in this RFQ. This request outlines the basic requirements for this project and will provide interested Architects an understanding of the scope of professional services required for this project and the basic design criteria. **Study this information and prepare questions to be submitted per the instructions.** Pima County Community College District Facilities Operations & Construction will be the Architect’s client and will coordinate the professional services required of the Architect.

PROFESSIONAL SERVICES

a. The College contract for Architectural services included in this RFQ.
b. Professional services will include the customary services provided as part of Architectural Services, including the necessary design, engineering and construction management services.
c. In addition, services will be based on the following:
   - The services outlined in the Pima Community College Facility Guidelines. The Guidelines will be referenced in the contract between the Architect and the College.
   - The requirements of the College’s Standard Practice Guide: AP20605 Capital Project Management applicable to the Architects’ service.

The above documents describe how the College manages the facilities development process internally. Copies of these documents are on PCC Website.


2. Entity Submitting RFQ. The terms “vendor,” “offeror,” “firm,” “consultant,” “company,” or “contractor” used in this RFQ or any subsequent documents or communications related to this RFQ are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFQ.
Section 2
Scope of the Project

General Outline:

1. Project Scope
   The information in this section is presented to allow the applicant to gauge the size and complexity of
   the project located at the Aviation Technology Center 7211 South Park Ave, Tucson AZ 85709.

2. Budget:
   The project budget allocation range is 15 to 16 Million. This range represents the total amount
   available for project development including: new construction, site work, utilities, furniture and
   equipment and fees. The construction budget range the architect shall use for planning the facilities
   is 10 to 11 million. This final budget shall not be changed, except by a written notice from the
   Director of Facilities Operations and Construction to the architect.

3. Description:
   The College anticipates the expansion and the development of new building for the Aviation
   Technology Center. For a concept Building Project Description see “attached concept “ in appendix.

4. Schedule Summary

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Governors – Architects Approval</td>
<td>June 2019</td>
</tr>
<tr>
<td>Design Development Complete</td>
<td>October 2019</td>
</tr>
<tr>
<td>Construction Documents Complete</td>
<td>March 2020</td>
</tr>
<tr>
<td>Bidding</td>
<td>April 2020</td>
</tr>
<tr>
<td>Construction Completion</td>
<td>June 2021</td>
</tr>
<tr>
<td>Project Completion</td>
<td>July 2021</td>
</tr>
<tr>
<td>Occupancy</td>
<td>August 2021</td>
</tr>
</tbody>
</table>
Section 3  
Proposal Preparation and Submittal

Before submitting a proposal, each firm shall familiarize itself with the entire RFQ, including the Scope of Work, sample Agreement for Services, College’s insurance requirements, and all laws, regulations and other factors affecting the firm's performance. The firm is responsible for fully understanding the requirements of a subsequent contract, and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

Proposals must conform to all requirements stated below. **Disregarding these requirements will result in disqualification of the proposal:**

A. All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm’s name.

B. It is the responsibility of the firm to ensure that proposals are received in the office of the College Director of Contracts & Purchasing by the due date and time stated on page 1 of this RFQ. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

C. The firm proposal package must consist of both, one (1) original hard copy of the proposal, clearly marked “Original” and **one (1) digital (PDF) copy of the proposal on a USB flash drive.**

D. All proposals must be typewritten on standard paper size (8½ x 11 inches), and must include page numbers.

E. The proposal shall incorporate the forms provided in this RFQ package. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

F. The proposal should be organized in sections as outlined below: (Follow instruction in Section 4) Responses to include the following:

1. **Proposal Form**
   All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with College.

   By signing the Proposal Form the offeror certifies that the submission of the proposal did not involve collusion or other anti-competitive practices; that the offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. The Offeror also certifies whether it is a small business under the federal regulations, and if so, the category of eligible small business.

2. **Qualifications – See Section 4 Criteria for Architectural Selection**
3. **Response to Scope of Work**
   Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFQ.

Any exceptions to the requirements of this RFQ that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement, including page and section number. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal.

4. **Exceptions to College’s Agreement for Services.**
   Offeror should NOT include its own standard form of agreement with the proposal. The College’s Agreement for Services (including the Insurance Requirements, general and supplemental Terms and Conditions) will be used to consummate any resulting agreement between the College and successful offeror. (See Sample Agreement in Section 7). Any exceptions requested from the College’ Sample Agreement must be included in this section, using the Exception Form provided.

   **NOTE:** interested offeror is expected to engage in good faith negotiations with the College and, as such, is encouraged to select a reasonable number of agreement terms of substance and importance. Lengthy exceptions lists or requests for exceptions to non-negotiable contract provisions (e.g., state-mandated requirements; federal compliance, etc.) will not be considered. (See also Paragraph 9).

5. **Offeror’s Proprietary/Confidential Information**
   In the event the offeror elects to include in its proposal any information deemed "proprietary" or "protected," it shall package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the offeror.

6. **Certifications**
   Include all Mandatory Certification Forms with the proposal. By signing the Certification Forms the offeror certifies (1) whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this RFQ; (2) whether it does not and will not engage in boycott of Israel activities; (3) whether it complies with the legal worker verification requirements; (4) the status with regard to debarment, or suspension by any governmental entity; and (5) anti-lobbying certification and disclosure.

7. **Appendix**
   The Proposal Appendix must include all of the applicable:
   a. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.
b. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.

c. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

d. If the firm utilizes an Order Form, Sales Form or similar document for placement of orders under an existing agreement, include sample form in this section. **No ordering form to be used during the awarded contract term may contain provisions contradicting or conflicting with the underlying agreement.** (See also Paragraph 7).

e. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of the College.
Section 4
Criteria for Architect Selection

A. GENERAL INFORMATION

1. Selection of the Architect will be at the discretion of Pima Community College and will be based on the Statement of Qualifications contained in your proposal. The College reserves the right to reject any or all proposals. Following the proposal evaluation and ranking of the proposals, the College will interview the top ranking firms.

2. This solicitation does not commit Pima Community College to pay any costs incurred in the preparation, presentation or return of submittals including interview time, or to select any Architect who responds.

3. Each proposer, in submitting a proposal is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of his/her proposal.

B. PROPOSAL FORMAT

The following criteria will form the basis for selection of an Architect for this project:

Cover letter addressed to Jan Posz, C.P.M. Sr. Buyer

The proposal must adhere to the following order and response length. A "page" is limited to one side of an 8-1/2 by 11 inch sheet of paper:

Optional (2 pages maximum, this item is not scored): Table of Contents

Note: the above information does not substitute for providing complete information in sections 1 through 12 below.

1. Firm Experience (four pages maximum, ten points)

   Summarize experience of the firm with projects of similar type and scope for which the firm is the firm of record. Similar projects include other multi-term contract work; multiple contracts with the same owner for projects of similar scope to the potential College projects; and/or a successful history of similar scope projects.

Definitions:
Project Type: New construction, addition, renovation, etc.
Project Budget: The cost of construction of the project.
Project Manager: The person responsible to the client for the overall success of the project.
Project Architect: The person responsible for coordinating the day to day work of the project design team, construction document preparation and construction administration.
Project Designer: The person responsible for the design concepts.
Project Engineer(s): The person(s) responsible for the design, construction, and document preparation and construction administration of specialized parts of the project.
Project Role: The role within the design team: Project Manager, Project Architect, Project Designer, etc. If the scope of project was small and one individual did more than one job, just list the individual once.

Use the following format for each project:

**Project Name, Owner or Client**  
**Project Type, Size (s.f.), Project Budget, Date of Completion**  
**Project Manager, Project Architect, Project Designer**  
**Project Engineers and other Consultants**

Narrative on the project: describe how the project is similar and why your experience is relevant to this project.

2. **Project Architectural Team** (three pages maximum, ten points)

Provide the name of the project manager(s) project architect(s), and project designer(s) who will be assigned to this contract. Describe their responsibility on these projects. Provide the names of other key members of your project team. Provide the relevant project experience of each person.

Use the following format for each person:

**Person's Name, Project Role**  
**Education, Registration, Years employed with this firm**  
**Years of experience as "project role" (same as role for this project)**

Narrative description of the person's project responsibility. Describe his/her project role as structured within your firm and within this particular project team.

For examples of each person’s relevant experience use the following format:

**Project Name, Owner or Client**  
**Project Type, Size (s.f.), Project Budget, Date of Completion**  
**Project Role (Manager, Project Architect, etc.)**  
**Narrative on the project: describe how the project is similar and why the person's experience is relevant to this project.**

For projects that are the same as in Section 1, provide the "Project name" only and say "refer to Section 1", and provide the person's project role. For personal experience, that is experience with another firm, put a double asterisk (**) after the project name.

3. **Engineer/Consultant Team** (two pages maximum, ten points)

Provide the name of each project engineer and Consultant who you anticipate you will use during the term of this contract. You may include more than one engineer for each discipline if you wish.

Use the following format for each person:
Person's Name, Project Role
Education, Registration
Years of experience as "project role" (same as role for this project)
Firm Name, Years employed with firm
Narrative description of the person's project responsibility. Describe his/her project role as structured within his/her firm and within this particular project team.

4. Design Methodology/Examples (three pages design / five pages examples ten points)

Explain the firm's design methodology and approach to understanding the College's goals and needs. Focus on how you will interact with the user groups. How will the requirements of the academic Facility Specifications be developed into an architectural solution and tracked throughout the process. What are the aesthetic opportunities and challenges you perceive in these projects? Use no more than two pages for the narrative.

Provide examples via reproduction of drawings, color copies of photos or other means of your past work which you feel best expresses the firm's aesthetic capabilities as it relates to this project.

5. Assumptions and Owner Responsibilities (one page, ten points)

Provide a discussion of your assumptions that you made in your design methodology proposal. Provide a discussion of the owner's responsibilities in your design methodology proposal.

6. Project History (three pages maximum, ten points)

Establish the experience and record of the project team. For each project listed in Section 1, and for significant relevant projects listed in Sections 2 and 3, provide the following information about each project:

a. Based on the client's educational specifications and the architectural program, does the client perceive the project as meeting all the stated goals?
b. How did your estimates at the various project phases track with the client's budget and the accepted bid? Does the client perceive the project as being completed within budget?
c. What percentage of the low bid was the final total cost of non-client requested change orders? Does the client perceive that the project had few change orders?
d. How does the actual design and construction schedule compare to the client's initial project schedule? Does the client perceive the project as being completed on time?

7. Quality Control and Schedule Control Procedures (two pages maximum, ten points)

a. Describe the methods used by the firm to check the quality and completeness of the firm's construction documents, such as coordination checklists and coordination review meetings. Also describe on-going processes, such as TQM, used by the firm to improve its level of service.
b. Describe the methods used by the firm to maintain the project schedule both during design and during construction administration.

8. Firm Size and Work Load (one page maximum, five points)

List the firm's total number of staff and their responsibilities (e.g. 2 project managers, 3 project architects, and 5 drafters). Where staff regularly perform multiple tasks, include them in the most responsible position for which they spend at least 25% of their time.
9. **Schedule** (one page maximum, five points)

Describe your process for managing your office workload and integrating new projects. How long do you anticipate between your first notification of a project and when you will be able to start work?

10. **Contract Service** (one page, five points)

Does the firm have a local presence?

If not, how will the firm provide the contracted services? Discuss in detail the firm's management and operating strategy. Per the Pima Community College Facilities Guideline, Part I, Section 3.3, the cost of travel and long distance service by out of town Consultants or sub-Consultants to perform basic services of the contract shall be included in the basic service fee.

11. **References** (one page, five points)

Provide at least four Owner/User references on projects listed in Section 1 and/or significant projects listed in Section 2. **Only** provide references for projects listed in Sections 1 and/or 2. References will be checked for short-listed firms. Provide all of the following information for each reference:

<table>
<thead>
<tr>
<th>Owner</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner’s Academic Rep Name, Title (President, Dean, Department Chair, etc.) Rep's Current Address Rep's Current Phone Number</td>
<td>Contractor's Name Contractor's Project Manager P.M.’s Current Address P.M.’s Current Phone Number</td>
</tr>
<tr>
<td>Owner’s Facility Rep Name, Title (Director of Operations or Facilities Planning, etc.) Rep's Current Address Rep's Current Phone Number</td>
<td>Construction Manager (if applicable) CM Project Manager (if applicable) CM P.M.’s Current Address (if applicable) CM P.M.’s Current Phone Number (if applicable)</td>
</tr>
</tbody>
</table>

*The points for references will be awarded on an all-or-nothing basis for correctly providing references. The evaluation of the information provided by the reference may be part of the overall evaluation performed after the interviews with the short-listed firms.*

Appendices may be attached as back up information; **primary information must be included in 1 - 11 above.** 254 & 255 forms are not required.
Section 5
Contract Development

A. GENERAL

1. Upon execution of the contract, a copy of this RFQ will be attached to the contract and all conditions of this RFQ will become conditions of the contract unless specific conditions of the RFQ are deleted by other terms of the contract.

2. The Architect’s fee will be negotiated with the Architect per Arizona State Procurement Rules after Architectural firm has been selected. The fee will be based on the services requested in this RFQ. Upon acceptance of the fee by the College, the College will issue a purchase order.

3. The College recognizes that over the term of the contract, members of the project team listed in the Architect’s proposal may change. The architect will provide information similar to the original information in the RFQ substantiating a similar level of knowledge and ability for replacement team members.

4. Once a fee per #2 above has been negotiated and accepted, members of the project team for that project may not be removed from the project team without the written consent of the College.

B. FINANCIAL STABILITY: If requested, prior to contract negotiation and award, furnish appropriate documentation to substantiate the financial stability of the firm to undertake this project.
Section 6
Checklist

This checklist is a summary of some of the required components of the RFQ. It is provided as a convenience to offerors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the offeror to submit complete and compliant proposals.

- Cover Letter
- Proposal Form (refer to Section 6)
- Qualifications
- Response to Scope of Work
- Exceptions Requested Form (refer to Section 8)
- Completed and Signed Certification Forms (Attachment B)
- Appendix, if applicable
Section 7
Proposal Form

Date ________________________________

Proposal of ________________________________________________________________,
□ a corporation organized and existing under the laws of the State of ______________________;
□ a partnership, registered in the State of ______________________, and consisting of _______________________________________;
□ an individual trading as ______________________, located at _________________________;

This Proposal is submitted in response to RFQ No. ______________, ____________________________
[provide title or brief description]

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFQ and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFQ. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the RFQ.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby acknowledges receipt of the following Addenda, if any:

Addendum No. Date:
___________________________________________ _____________________________
___________________________________________ _____________________________
___________________________________________ _____________________________
___________________________________________ _____________________________

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The undersigned further certifies that your firm (check the appropriate areas):
□ women-owned business; □ minority-owned business; □ labor surplus area firm

□ does or □ does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102).
If it does, please “CHECK” one of the following:
□ small business; □ veteran-owned small business; □ service-disabled veteran-owned small business;
□ HUB Zone small business; □ small disadvantaged business; or □ women-owned small business.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFQ.

________________________________________________________________________
(Offeror’s Full Legal Name)

________________________________________________________________________
(Signature)

________________________________________________________________________
(Print Name)

________________________________________________________________________
(Title)

________________________________________________________________________
(Complete Business Address)

________________________________________________________________________
(Email Address)

________________________________________________________________________
(Phone)

________________________________________________________________________
(Federal Taxpayer ID Number)
Section 8 (continues)
Exceptions Requested Form

After carefully reviewing the College’s sample agreement (See Section 7), the offeror: (select one only)

___Requests no exceptions

___Requests the following exceptions:

For each exception, the offeror shall provide all of the following information: (i) Name of the Document/Attachment; (ii) Page and Paragraph Number; (iii) Exception; (iv) Justification for Exception. Blank, unjustified, or unsupported requests will be disregarded.
Section 9
AGREEMENT BETWEEN ARCHITECT AND OWNER

By this AGREEMENT, effective this _____ day of _______________, 20XX, by and between Pima
County Community College District ("Owner"), an Arizona community college district organized and operating
in Pima County, Arizona, and ______________________________________________________, whose
principal place of business is located at ____________________________________, __________________,
Arizona _______ ("Architect"), the Owner and the Architect enter into the following contractual arrangement:

1 Purpose

The Owner and the Architect agree that the Owner intends to construct the following Project and that
by this Agreement Architect agrees to perform professional services for the Owner’s development of a
project:

.1 Facilities Expansion for Northwest Campus, the scope of which is defined hereto Appendix A.

2 Basis of Compensation

.1 The Owner shall compensate the Architect for the professional services provided hereunder in
accordance with Paragraph 15, "Payment to the Architect," and other terms and conditions of this Agreement,

as follows:

.1 FOR BASIC SERVICES, as described in Paragraphs 6 through 10, and any other
services included herein as part of Basic Services, the Architect's Fee shall be per Request for
Qualification No. P19/10008 Section Three, III.A.4: A separate fee will be negotiated with the
Architect for each individual project. Upon acceptance of the fee by the College, the College will
issue a purchase order that references the contract on file.

.2 Payment of the Architect's Fee for Basic Services shall be made as provided in
Paragraph 15 and for each Phase shall equal the following percentages of the total Fee payable for
each Phase of a project:

Schematic Design Phase fifteen percent (15%)
Design Development Phase twenty percent (20%)
Construction Documents Phase thirty-five percent (35%)
Bidding five percent (5%)
Construction Administration Phase twenty-four percent (24%)
Warranty Phase one percent (1%)

.3 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 12,
but excluding Additional Services of consultants, compensation shall be computed as follows:

Project Principal
Project Architect
Programmer/Planner
Project Architect
Drafters
Clerical
.4 FOR ADDITIONAL SERVICES OF CONSULTANTS, including landscape, civil structural, mechanical, electrical or other consulting engineering services and those provided under Paragraph 12 as part of Additional Services, the amounts billed to the Architect for such services.

.5 The Owner’s written approval of any Additional Services shall contain a full description of the scope of such services, the maximum fee approved, the signatures of the Architect and the Owner, and the date of execution.

.6 FOR REIMBURSABLE EXPENSES, as described in Paragraph 11 "Reimbursable Expenses," the amounts expended by the Architect, the Architect's employees and consultants for the benefit of a project, or at the rates specified in Paragraph 11.

3 Agreement to Comply with A.R.S. § 34-104

.1 The parties agree, as a matter of contract, that they will both be bound by the provisions of Arizona Revised Statutes § 34-104, as amended, except the limitations on fees, which is made a part of this Agreement by this reference and shall take precedence over any parts hereof that are inconsistent with § 34-104.

4 Allocated Amount for Construction of Project

.1 The new building project construction budget is 10 to 11 million.

.2 The Architect agrees to develop a project to meet the Allocated Amount or less, if reasonably possible. The Architect shall not be a guarantor that a project can be developed for the allocated amount. If the Architect determines at any time during the development of a project that the Allocated Amount cannot be met, he shall cease work immediately and notify the Owner of that determination. The Owner’s written approval must be obtained before the Architect may proceed further with his work on a project.

5 The Architect’s Professional Services

.1 The Architect’s professional services shall consist of the five (5) phases set forth below in Paragraphs 6 through 10, inclusive, "Basic Services," and shall include architectural, cost estimating, landscape, on-site civil engineering, structural engineering, mechanical engineering, electrical engineering, and such other consulting services as are reasonably necessary for design and construction administration of a project. The names of each consultant are indicated per submitted proposal, which consultants may not be changed without the written approval of the Owner.

.1 All work shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these services. The seal of such individual shall be listed on the Plans, Specifications and elsewhere as required. The Architect shall be responsible for the work performed by and under the supervision of these persons.

.2 The Architect will be present, after reasonable notice, as the Owner may request, for public meetings of the Governing Board of the Owner held for the purpose of discussing the schematics, drawings, specifications, cost estimates or construction of a project.
3. This Agreement is not intended by the parties hereto to create, nor shall it be construed to create any contractual relationship between the Architect and any third parties including the Contractors, Subcontractors or Owner's Consultants.

4. The Architect agrees throughout in the rendering of services hereunder in accordance with professional standards prevailing in the metropolitan areas of Arizona.

5. Within thirty (30) days after the payments provided herein have been made to the Architect, the Architect shall state in writing to the Owner that all fees due engineers and/or other consultants have been paid.

6 Basic Services - Schematic Design Phase

1. The Architect shall consult with the Owner to obtain the Owner's requirements for a project and shall review his understanding of such requirements with the Owner or its designated representatives.

2. The Architect shall prepare Schematic Design Studies consisting of Drawings, including individual floor plans, mechanical concepts, appropriate elevations and sections, and other documents, including a list of materials, illustrating the scale and relationship of Project components for approval by the Owner.

3. The Architect shall submit to the Owner a "Statement of Probable Construction Costs" based on current area, volume or other unit costs that take into account the site conditions, building layout and construction materials contemplated for this Project in such detail as to enable the Owner to ascertain the estimated cost of a project.

4. The Architect will consult with members of the Owner's staff and other resource persons, as designated by the Owner and as the Owner deems necessary, for the purpose of discussing the physical requirements of a project necessary to fulfill Owner's educational objectives.

5. For the Architect's Basic Services associated with the Schematic Design Phase, the Owner shall pay the Architect the fee set forth in Paragraph 2.

7 Basic Services - Design Development Phase

1. The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of Drawings, Preliminary Specifications and other documents to fix and describe the size and character of the entire Project as to architectural, landscape, civil, structural, mechanical and electrical elements of a project, materials and such other essential elements as may be appropriate. The Design Development Phase will graphically show the appearance of a project by means of plans, elevations, sections and specifications as needed to depict adequately a project. These will show and describe finished architectural treatments and materials and will depict the elements in a project with sizes, square feet and heights. Schematic structural information will be included.

2. The Architect shall advise the Owner of any adjustments to the previous Statement of Probable Construction Costs based on changes in current area volume or other unit costs that take into account the site conditions, building layout and construction materials contemplated for a project.

3. For the Architect's Basic Services associated with the Design Development Phase, the Owner shall pay to the Architect the fee set forth in Paragraph 2. The documents required to be produced by the
The Architect during the Design Development Phase shall be submitted to the Owner for approval based on individual project schedules submitted.

.4 Approval of the Schematic Design Studies, Design Development Documents, other Plans, Specifications and Contract Documents by the Owner for this Paragraph of this Agreement, and every other Paragraph where the Owner is required to approve plans, unless stated differently by the Owner in writing, is for conformance with the educational design concept of a project. This approval does not constitute nor does it imply approval of or attest to the accuracy, suitability or completeness of the architectural design, drawings, dimensions, details, proper selection of materials or compliance with applicable codes or ordinances. The Architect agrees that such accuracy, suitability and completeness are his sole responsibility, however he shall not be responsible for the acts or omissions of approving authorities or errors in standards, references or information provided by the Owner on which the Architect is reasonably entitled to rely.

.5 In designing a project and preparing the plans, drawings and specifications, the Architect will comply with all requirements of Chapter 4, Title 34 A.R.S. relating to structure of buildings, as well as the Americans with Disabilities Act of 2008 (42 U.S.C. 12101, et seq.), the Arizonans with Disabilities Act (A.R.S. § 41-1492, et seq.) and the standards, regulations and guidelines adopted thereunder.

.6 Architect shall not, to the best of his/her knowledge, specify or cause to be incorporated into the design of a project any asbestos-containing building material including surfacing asbestos containing materials, thermal system installation asbestos-containing materials or miscellaneous asbestos-containing materials found in or on interior structural members or other parts of the building. Asbestos containing materials as used herein shall mean any material or product which contains more than zero percent (0%) asbestos. Without limiting the generality of the foregoing, the Architect shall not be responsible for hazardous waste or materials that exist on a project site or that may be found or deposited on the site in the future so long as the existence of such waste or materials is not due to the fault of the Architect.

.7 The Architect shall specifically prohibit the use of lead in a project, including, without limitation, the potable water system water piping, solder, valves, fittings and plumbing fixtures. The Architect shall specify the use of lead-free solder. The completed system shall meet all U.S. Environmental Protection Agency and Arizona Department of Environmental Quality standards and regulations for drinking water quality.

8 Basic Services - Construction Documents Phase

.1 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Construction Drawings and Specifications setting forth in detail the requirements for the construction of the an entire Project, including the architectural, landscape, civil, structural, mechanical and electrical phases of a project, and including the necessary bidding information. These documents are the "Construction Documents." All addenda shall be submitted to and approved by the Owner prior to the time of opening bids.

.2 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Costs resulting from changes in requirements, general market conditions or any other factors at any time during any phase of a project.

.3 From the Architectural Schedule, the Architect shall estimate the time for construction of a project. In making this estimate, the Architect shall use his best professional judgment to evaluate all aspects of a project including project location, site conditions and types of materials and equipment that are contemplated for incorporation into a project. The Architect shall advise the Owner of any changes to the Architectural Schedule resulting from changes in requirements, general conditions or any other factors. The
Architect shall provide in the Specifications that the Contractor is to develop and submit a Material Delivery Schedule as part of the Construction Progress Schedule described in Paragraph 10.4 of this Agreement.

.4 The Architect shall assist the Owner in filing for the approval of governmental authorities having jurisdiction over a project, including, without limitation, the Arizona Department of Environmental Quality, Arizona Commission of Agriculture and Horticulture and the Arizona State Fire Marshal. The Construction Documents must be approved prior to bidding by authorities having jurisdiction unless otherwise directed by the Owner in writing.

.5 The Architect shall incorporate in his design solutions for a project all utility connections and on-site facilities that are required to supply a project with utilities and means of ingress and egress and shall ascertain and comply with applicable rules and requirements of the utilities serving a project.

.6 The Architect agrees to use the following special rules in preparing the Specifications unless the Owner gives its written permission to the Architect to deviate from them:

1. The Architect shall not use bidding, contracting or purchasing specifications proprietary to one supplier, distributor, manufacturer or contractor unless the specification includes all of the following:

1. A statement of the reason or reasons why no other specification is practicable,
2. A description of the essential characteristics of the specified product, and
3. A statement indicating the intent to consider an alternative product which has the desired essential characteristics if such an alternative product is identified.

2. In the preparation of the Specifications, the Architect shall prepare "other than proprietary specifications" and "proprietary specifications" in a manner substantially similar to the following examples:

1. An example of an "other than proprietary specification" is as follows:

The products of the ABC Corporation have been considered in the development of the Drawings and Specifications. Other manufacturers offering products which comply with the requirements contained herein shall include, but not be limited to, the following:

XYZ Corporation
ZZZ Manufacturing Co.
Ajax Steel Building Co.

2. An example of a "proprietary specification" is as follows:

Substitutions:
Approved Manufacturers:

Butts - ______, ________, _______Locks - * _______ (no substitute)
Panic Devices - ______, ________ _____Closures - * _______ (no substitute)
Push/Pulls/Stops - ______, ________, _______Weatherstrip - ______.
*Items listed as "no substitute" have been requested by the Owner for the reason: The specified product is thought to be the only product compatible with existing systems (or such other reason or reasons given by the Owner or the Architect). The essential characteristic(s) of the product(s) listed as "no substitute" is (are): consider any alternative product which has the desired essential characteristics of an item listed as "no substitute" if such an alternative product is identified in the manner prescribed in the Instructions to Bidders.

.3 If any alternative product is identified and approval for its use is requested, the Architect shall determine whether the proposed alternative product is acceptable. If an alternative product acceptable to the Architect is identified at least 10 days before the deadline for receiving bids on a project has passed, the Owner, with the Architect's assistance, shall cause to be published a notice of the modification of the bidding documents in the same manner as the publication of the original notice inviting bids on a project. The Owner shall allow six (6) days from the date of the last publication of the modification of the bidding documents for bidding in competition with the originally specified product.

.7 The Construction Documents shall conform with the State Fire Code adopted by the State Fire Marshal and the applicable fire prevention codes of Pima County, Arizona, or the local authority within whose jurisdictional area a project is located. Additionally, the Construction Documents shall conform with all applicable building, plumbing, electrical, mechanical, ADA, local, state, and federal codes. If any of the codes described in this subparagraph are revised during the term of this Agreement, the Architect shall revise, without additional charge to the Owner, the Construction Documents to conform to those revisions if preparation of the construction drawings for the building system or component affected by such revision has not commenced. Any revision resulting from such code changes occurring after preparation of the construction drawings shall be an Additional Service. The Owner is exempt from the application of local building codes pursuant to A.R.S. § 34-462. The Owner is not exempt from the application of the Fire Marshall codes.

9 Basic Services - Bidding Phase

.1 After the Owner approves the Construction Documents and the latest Statement of Probable Construction Costs, the Architect shall assist the Owner in obtaining bids and in awarding and incorporating all specific information concerning this Project into the Contract and General Conditions between the Owner and the Contractor and any ancillary documents.

.2 The Architect shall consult with the Owner and shall utilize Owner’s Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, List of Subcontractors and Material Vendors, Performance Bond, Payment Bond, Notice of Award/Notice to Proceed and Receipt of Assignment, and Contract and General Conditions in documents used for bidding. The Architect agrees to use the forms of the documents listed above that are in use by the Owner at the time a project is bid.

.3 For the Architect's Basic Services associated with the Bidding Phase, the Owner shall pay to the Architect the fee set forth in Paragraph 2.

10 Basic Services - Construction Administration Phase

.1 Wherever the term "Contract" or "Contract and General Conditions" is used in this Agreement, it shall mean the Contract and General Conditions between the Owner and the Contractor and all of the Contract Documents incorporated therein. The term "Contractor" as used herein shall mean the party entering into the Contract with the Owner for the construction of a project. The term "Work" used herein shall
have the same meaning as used in the Contract and includes the furnishing by the Contractor of all labor necessary to produce the construction required by the Contract Documents and the furnishing and installing of all materials and equipment incorporated, or to be incorporated into a project.

.2 The Construction Administration Phase will commence with the award of the Contract and will terminate when final payment is made by the Owner to the Contractor, except that in addition, the Architect shall perform the obligations provided for herein and in the Contract that pertain to the two-year warranty period.

.3 The Architect shall deliver to the Contractor, the Owner's Notice to Proceed on a form to be provided by the Owner and completed by the Architect directing Contractor to commence work on a project. The date of commencement contained in the notice shall be the official starting date upon which the completion time shall be based.

.4 Within five (5) working days after the award of the Contract, the Architect will request from the Contractor a Construction Progress Schedule as required by the Contract which shall contain the Material Delivery Schedule. The Contractor's Material Delivery Schedule shall include identification of all material critical to the scheduling of a project or for which long lead time in procurement is anticipated, and projected dates for submittal, order and delivery of such material. If the Contractor fails to provide such schedules prior to the first application for progress payment, the Architect shall report in writing such failure to the Owner within five (5) additional days. The Architect shall review these Schedules using his best professional judgment as an Architect and shall notify the Owner and the Contractor promptly in writing of any anticipated delays in construction or material deliveries evident from the schedules submitted by the Contractor or any other unrealistic situations disclosed thereon that may affect timely completion of a project. Control of and responsibility for the construction schedule shall remain the responsibility of the Contractor.

.5 The Architect shall perform those duties expressly required of him as set forth herein and in the Contract and General Conditions. It is recognized by the Architect and the Owner that the provisions of the Contract may change from time to time and that the parties agree to use the Contract Document that is in use by the Owner at the time the construction contract is awarded, so long as the Architect is given the opportunity to review and approve any proposed changes. The Architect's approval shall not unreasonably be withheld. Once the Contract is fully executed by the Owner and the Contractor, the extent of the Architect's duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent and that of the Owner.

.6 The Architect shall furnish all required Contract Documents for bidding and furnish to the Contractor copies of the Contract Documents reasonably adequate for construction of a project, the cost of printing of which shall be a reimbursable expense pursuant to Paragraph 11.1 hereof.

.7 The Architect shall be a representative of the Owner during the Construction Administration Phase, shall advise and consult with the Owner and shall attempt to obtain performance of the terms of the Contract on behalf of the Owner. If the Contractor fails or refuses to comply with the terms of the Contract or the Architect's instructions, the Architect shall promptly notify the Owner of such failure or refusal and shall cooperate with the Owner to obtain compliance with the Contract. The Owner's instructions to the Contractor shall be issued through the Architect, except where the Owner deems it necessary to communicate directly with the Contractor. The Architect shall be promptly advised of or provided copies of all such direct communication. The Architect shall have authority to act on behalf of the Owner to the extent provided in the Contract.
The Architect shall at all times have access to the Work wherever it is in preparation or progress. The Architect shall hold weekly meetings during construction of a project with the Contractor and appropriate Subcontractors. The Owner shall be notified in advance of the time and location of each meeting. A summary of each meeting shall be incorporated into the reports required by subparagraph 10.10.

The Architect shall observe the construction of a project. The Architect shall make periodic visits to the site to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. These visits shall be of the frequency necessary for the Architect and the appropriate civil, mechanical, electrical, structural and other engineers or consultants to observe the progress of the Work and observe any testing or inspection required to determine whether or not the Work is in compliance with the Contract but in no event shall there be less than 1 visit per week by the Architect and visits by the Architect's consultants of the frequency necessary to observe the Work during the construction phase. The Architect shall promptly report any and all defects or deficiencies in the Work or other variations from the requirements of the Contract Documents observed by the Architect to the Contractor and to the Owner. The Architect shall direct the Contractor to remedy all such defects, deficiencies or other variations from the Contract Documents. The Architect shall not be responsible for the Contractor's ways, methods, techniques, procedures, or the enforcement of safety requirements. Neither observation by the Architect nor tests, observations or approvals by others shall relieve the Contractor from its obligation to perform the Work in accordance with the Contract Documents. The Architect shall not be responsible for the acts or omissions of the Contractor, its subcontractors or their agents or employees.

The Architect will provide the Owner with written Field Inspection Reports with detailed information covering the same categories covered in the construction Progress Schedule. These reports shall be prepared by the Architect each week while construction is in progress and transmitted to the Owner within twenty-four (24) hours of preparation. These reports shall contain a statement by the Architect to the Owner that the Architect has observed the Work, and that to the best of the Architect's knowledge, information and belief, the work has been performed in a workmanlike manner in accordance with the Drawings and Specifications, except for those items of the Work specifically listed on the report as not having been performed in said manner.

Based on his/her observations at the site and on the Contractor's Application for Payment, the Architect shall determine the amount owing to the Contractor and shall issue a Certificate for Payment in such amount. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner that, based on the Architect's observations at the site as provided for above and on the data comprising the Application for Payment, (a) the Work has progressed to the point indicated in the Application for Payment; (b) to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and (c) the Contractor is entitled to payment in the amount certified. When the Contractor has made proper application therefor, the Architect shall issue a Certificate of Payment to the Owner within five (5) days, or state in writing his reasons for withholding the Certificate. By issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made an inquiry to ascertain how or for what purpose the Contractor has used any payment previously made by the Owner. The provisions of this subparagraph are not intended to benefit the Contractor.

The Architect may decline to approve an Application for Payment and may withhold his Certificate for Payment in whole or in part if in his opinion he is unable to make representations to the Owner as provided in this Agreement. The Architect may decline to approve an Application for Payment or, because of subsequently discovered evidence or subsequent observations of the Work, nullify the whole or any part of any Certificate for Payment previously issued and unpaid, to such extent as may be necessary in his opinion to protect the Owner 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 Subcontractors 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 a Subcontractor or to another contractor, or

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

.7 Unsatisfactory prosecution of the Work by the Contractor.

When these grounds for non-certification are eliminated to the satisfaction of the Owner and the Architect (or in the case of 10.12.4, when the Owner is satisfied that the Contractor will complete a project at the agreed-upon price), payment shall be made for amounts withheld. The Architect may, at his discretion, furnish to any Subcontractor information regarding percentages of completion certified to the Owner on account of Work done by such Subcontractor.

.13 If the Contract Documents or the Specifications or the laws, ordinances or regulations of any public authority require any Work to be specially tested or approved, or if the Architect deems such testing or approval necessary, he shall make inspections and order or advise the Owner of the need for tests of the Work and materials after notice to the Contractor of his readiness to inspect and test. Inspection and observation by the Architect of testing shall be made promptly and, where practicable, at the source of supply. The Architect shall have the authority to require special inspection or testing of the Work whenever in the Architect's opinion it is necessary or advisable to achieve the intent of the Contract Documents. The Owner shall pay all costs of testing not required to be paid by the Contractor.

.14 The Architect shall have authority to reject Work which does not conform to the provisions of the Contract. The Architect shall promptly notify the Owner whenever in the Architect's opinion it is advisable to stop the Work in order to achieve proper performance of the Contract.

.15 The Architect shall review and approve or take other appropriate action upon shop drawings, product data, samples and other submissions of the Contractor for conformance with the design concept of a project and with the requirements of the Contract Documents. Action on all such submissions shall be taken so as not to delay the progress of the Work, but in any event such action shall occur within fourteen (14) calendar days after the Architect's receipt of the submission. The Architect shall, upon written request of the Owner, submit to the Owner copies of shop drawings, product data, samples and other submissions for the Owner's review and approval. The Architect shall not be required to review Shop Drawings, Product Data, Samples or other submissions of the Contractor not required by the Contract Documents or requested by the Architect.

.16 The Architect shall furnish to the Contractor in writing, by means of drawings or otherwise, all additional instructions necessary for the proper execution of the Work. All such instructions or drawings shall be consistent with the requirements of the Contract Documents and shall be issued so as not to delay the progress of the Work, but in any event such instructions shall be given within seven (7) days after receipt by
the Architect of the Contractor's inquiry, except where the nature of the inquiry reasonably requires additional
time for response.

.17  The Architect may make minor changes in the Work not involving extra cost, delay or claim of
any kind against the Owner or the Contractor or both, and not inconsistent with the Contract Documents.
Each such minor change shall be ordered by the issuance of a Field Order to the Contractor, a copy of which
must be delivered to the Owner within 72 hours after issuance of the Field Order.  As to other-than-minor
changes, except in an emergency endangering life or property, the Architect shall prepare and process no
extra Work or change in the Work except by written Change Order signed by the Owner or its authorized
representative in accordance with the provisions of the Contract.  Any additional cost claimed by the
Contractor or credit claimed by the Owner for additional Work approved or Work deleted by the Architect in a
manner not specified in this Agreement or the Contract shall be borne by the Architect, unless the Owner
excuses the Architect therefrom for good cause as determined by the Owner.  The Owner shall designate, in
writing, an Owner's representative who shall be authorized to approve extra work or changes in a project.

.18  The Architect shall determine the dates of issuance of the Certificates of Substantial
Completion and Final Completion, shall receive written guarantees, waivers of liens and related documents
assembled by the Contractor, and shall issue a final Certificate for Payment.  Thirteen (13) months before the
expiration of the two-year warranty period, as calculated from the date of the Certificate of Substantial
Completion, the Architect, in the company of the Contractor and the Owner, shall make an inspection of a
project and certify that to the best of the Architect's knowledge and belief based upon the inspections required
herein that all defects in material and workmanship that have occurred during the warranty period as of the
date of the walk through have been satisfactorily corrected.

.19  Upon completion of construction, the Architect shall provide to the Owner a complete set of
"Record" Drawings prepared by the Contractor which shall include all architectural, structural, mechanical,
civil and electrical changes and shall be made on digital Auto CAD format for use by the Owner.

.20  The Architect shall prepare Change Orders for the Owner's approval and execution in
accordance with the Contract.  No Change Order for either change in the Contract Amount or change in the
Contract Time shall be effective without the express written approval of the Owner.

.21  On completion of construction, the Architect shall furnish to the Owner a statement that no
asbestos-containing building material was specified as a building material in any construction document for
the building or that to the best of the Architect's knowledge, no asbestos-containing material was used in the
building as a building material.

.22  For the Architect's Basic Services associated with the Construction Administration Phase, the
Owner shall pay to the Architect the fees specified in Paragraph 2.

.23  If a conflict exists between the terms hereof and the terms of the Contract and General
Conditions between Owner and Contractor ultimately executed for the construction of a project, the terms
hereof shall have precedence with respect to the obligations of the Architect and Owner hereunder.

11  Reimbursable Expenses

.1  For reimbursable expenses approved in advance in writing by the Owner, the Owner shall pay
to the Architect the actual amount expended by the Architect or the Architect's Consultants upon presentation
of an itemized bill satisfactory to the Owner.  The following reimbursable expenses are approved by the
Owner:
(a) Expense of reproduction, including printing, photocopies and full-size plotting, of Drawings, Specifications and other documents, as agreed to in individual project fee proposals.

(b) Fees paid for securing approval of authorities having jurisdiction over a project.

(c) Expenses of long distance telephone calls, facsimile transmissions, postage and shipping.

(d) All expenses not specifically allowed in this paragraph 11 are included in the fee established in subparagraph 2.1.1 hereof.

.2 Perspective renderings, photographs or models, when requested in writing by the Owner for the Owner's use beyond the Drawings included in Basic Services.

12 Additional Services

.1 If any of the following Additional Services are authorized by the Owner, in writing, they shall be paid for by the Owner:

.1 Providing professional services occasioned by the need to replace or repair Work damaged by fire, vandalism or act of God, provided that such damage was not the fault of or occasioned by the act or neglect of the Architect.

.2 Providing professional services made necessary by the substantial failure of performance by or the termination of Owner's consultant, as defined in Paragraph 13.11, or the Contractor; or by the substantial failure of performance of the Owner unless the services are required due, in whole or in part, to negligence or substantial breach of this Agreement by the Architect in providing services required by this Agreement.

.3 Preparing to serve or serving as an expert witness for the Owner in connection with any litigation or arbitration unless the services are required due to the negligence of the Architect in providing services required by this Agreement.

.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

.5 Making revisions in Drawings, Specifications or other documents when such revisions: 1) are inconsistent with written approvals or instructions previously given by the Owner; 2) are due to causes beyond the control and without the fault and negligence of the Architect or his consultants or agents; 3) represent a change in the scope of program requirements or 4) are occasioned by changes in applicable building codes during the course of design or construction as allowed by Paragraph 8.7 hereof.

.6 Providing services after issuance to the Owner of the final Certificate for Payment, except for services required during the warranty period as provided herein.

.7 Providing design and other similar services relating to the selection, procurement, or installation of furniture, furnishings and related equipment.
.8 Providing services to verify the accuracy of drawings or other information furnished by the Owner in the event such information is not adequate or not available from the Owner.

.9 Preparing supporting data and other services in connection with a change order if the change in the basic compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

.10 Providing any other services not otherwise included in this Agreement.

.11 Providing professional services associated with offsite facilities and hydrology studies.

.12 In accordance with the provisions of this Agreement, or if the Owner directs the Architect to perform Additional Services for which an hourly basis of compensation is applicable, charges shall be at the rates set forth in Subparagraphs 2.1.3 and 2.1.4 herein.

13 The Owner's Responsibilities

.1 The Owner shall provide to the Architect prior to the commencement of design, all information in the possession of the Owner regarding its requirements for a project.

.2 The Owner shall designate an Owner's representative authorized to act on its behalf with respect to a project. The Owner or its representative shall examine documents submitted by the Architect and shall make decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

.3 The Owner shall furnish a certified land survey of the site, indicating as applicable: grades and lines of streets and alleys; contours of the site; boundaries; rights-of-way; easements; encroachments; deed restrictions; locations, dimensions and complete data of existing buildings, other improvements and trees; and full information concerning available public and private service and utility lines and such other information as may be deemed necessary as determined by the Architect.

.4 The Owner shall furnish the services of a soils engineer, when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values and other necessary operations for determining subsoil conditions as determined by the Architect.

.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents unless otherwise provided herein.

.6 The services, information, surveys and reports required shall be furnished at the Owner's expense. The Architect shall be entitled to rely upon the accuracy and completeness thereof; but nothing contained herein shall excuse the Architect's failure to report to the Owner any deficiency that is discovered or should have been discovered through the Architect's ordinary diligence in using such information, services, reports and surveys.

.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary for a project.

.8 If the Owner observes or otherwise becomes aware of any faults or defects in a project in non-conformance with Contract Documents, it shall give prompt written notice thereof to the Architect. The Owner is under no express duty to observe the Work for the purpose of discovery of faults or defects.
.9 The Owner shall furnish information and render decisions required of it without undue delay.

.10 The Owner shall pay any fees required by any jurisdictional authority, city, town or county in which any building comprising any aspect of a project is located, in conjunction with any applicable building, plumbing, electrical, fire prevention and mechanical code adopted by the county, city or town in which a project is located, with the exception of fees charged by authorities for services provided as a convenience to the Contractor.

.11 The Owner, at its sole discretion, may employ the services of experts, specialty consultants, or a construction manager ("Owner Consultants") to review Construction Documents, submittals, and samples, to make periodic site visits and to report to the Owner any defects or deficiencies in the design or construction of a project. The Architect agrees to review any information provided by the Owner or Owner's Consultants and to respond promptly to such information. Said Owner's Consultants may be designated as the Owner's representatives. Employment of said Owner's Consultants shall not relieve the Architect from any responsibilities or obligations under this Agreement. The Architect shall not be responsible for the acts or omissions of the Owner's Consultant(s).

.12 Except as otherwise required by this Agreement, Architect shall not be required to furnish any services required to discover, test, or remove asbestos, pollutants or other potentially hazardous materials during the course of a project. If the Architect discovers or is made aware of the existence of such materials, he shall notify promptly the Owner.

14 Construction Cost

.1 The term "Construction Cost," shall be determined as follows:

.1 For work for which bids are not received: the Construction Cost shall be the detailed Cost Estimate, provided it is within the Allocated Amount for construction specified above.

.2 For work for which bids are received but the work is not performed: the Construction Cost shall be the lowest bona fide bid for base bid and Owner-approved alternates received from a qualified bidder for any or all such work, provided it is within the limits of the Allocated Amount.

.3 For completed construction: the Construction Cost shall be the amount of the successful construction bid, after adding or subtracting, as the case may be, the amount of any Change Order or Orders approved in writing by the Owner.

.2 Construction Cost does not include the fees of the Architect and the consultants, the cost of the land, rights-of-way, furnishings or equipment purchased by the Owner, or other costs as provided above which are the responsibility of the Owner.

.3 The Architect, after consultation and in cooperation with the Owner, shall determine what materials, equipment, component systems and types of construction are to be included in the Contract, and shall make reasonable adjustments in the scope of a project to bring its cost within the Allocated Amount. Any reduction in quality or craftsmanship resulting from any adjustment so made shall be communicated in writing to the Owner with a statement of the cost benefit to the Owner to be derived therefrom and an explanation of the reduced quality or craftsmanship. The Architect may also include in the Contract an alternate or alternates for the purpose of adjusting the Construction Cost to the Allocated Amount.
If the lowest bona fide bid, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds the Allocated Amount (including any bidding contingency) established as a condition of this Agreement, the Owner shall:

(a) Give written approval of an increase in such fixed limit, or
(b) Authorize the rebidding of a project within a reasonable time, or
(c) Cooperate in revising a project scope as required to reduce the Probable Construction Cost, or
(d) Abandon a project with no further obligation to the Architect under this Agreement, except to pay compensation for services rendered to the time of abandonment.

The Architect, without additional charge, shall, if the Owner desires, modify the Drawings and Specifications as necessary to bring the Construction Cost within the Allocated Amount. Providing of this service and rebidding of a project shall be the limit of the Architect's responsibility in this regard and, having done so, the Architect shall be entitled to his fee based on the rebid or rebids, as required, in accordance with this Agreement.

Statements of Probable Construction Cost and Detail Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, the Contractor's methods of determining bid prices, or competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimates prepared by him.

Payment to the Architect

For the Architect's Basic Services associated with the schematic Design, Design Development, Construction Documents, Bidding and Construction Phases, payments will be made in the amounts stated in Paragraph 2 hereof. These phases may include, architectural, cost estimating, landscape, structural, mechanical, civil and electrical systems.

Payment for the Architect's Basic Services as defined herein shall be made monthly by the Owner in proportion to the service performed. Payment for the Warranty Phase services shall be made after the performance of service required under Paragraph 10.18.

If a satisfactory proposal is not received for construction of a project (completely finished in accordance with the accepted Plans and Specifications) then, at no extra cost to the Owner, the Architect and the Owner shall, if the Owner desires, revise the scope of a project as necessary to obtain a satisfactory proposal, as provided in Paragraph 14.5 herein.

If the proposed Project is abandoned or suspended, in whole or in part, for a period of more than one hundred eighty (180) days through no fault of the Architect, the Architect shall be paid the amount provided for in this Agreement for services performed before receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due that have been previously approved by the Owner, but in no event shall said compensation exceed the limits established by Title 34 of
the Arizona Revised Statutes except for reimbursable expenses and additional service fees, which limit the parties hereto agree to as a matter of contract.

.3 Payments for approved Additional Services and Reimbursable Expenses shall be made monthly upon presentation of the Architect's Statement of Services Rendered. All payments due hereunder shall be considered delinquent if not made within thirty (30) days after presentation. Delinquent payments shall bear interest at the then effective legal rate on judgments in Arizona.

.4 Upon final payment of the Architect's Fee, the Owner shall be in receipt of a certificate from the Architect that all fees due engineers and other consultants have been paid or will be paid within thirty (30) days.

16 Architect's Insurance

The Architect, at Architect's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the Owner and possessing a current A.M. Best, Inc. Rating of B++6.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the Owner, constitute a material breach of this Contract.

The Architect's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Owner shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Owner.

The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the Owner, its agents, representatives, directors, officers, and employees for any claims arising out of the Architect's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Owner under such policies. The Architect shall be solely responsible for deductible and/or self-insured retention and the Owner, at its option, may require the Architect to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The Owner reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Owner shall not be obligated, however, to review same or to advise Architect of any deficiencies in such policies and endorsements, and such receipt shall not relieve Architect from, or be deemed a waiver of the Owner's right to insist on, strict fulfillment of Architect's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract shall name the Owner, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.
1. Required Coverage

General Liability:

Architect shall maintain Commercial General Liability insurance with a limit of not less than $3,000,000 for each occurrence with a $3,000,000 Products and Completed Operations Aggregate and $3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc’s, Additional Insured, Form B, CG20101185, and shall include coverage for Architect’s operations and products and completed operations.

Automotive Liability:

Architect shall maintain Commercial/Business Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Architect’s owned, hired, and non-owned vehicles assigned to or used in performance of the Architect’s work. Coverage will be at least as broad as coverage code 1, “any auto”, (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

Professional Liability:

The Architect shall carry Professional Liability insurance with a combined single limit for bodily injury and property damages of not less than $2,000,000. Coverage which meets or exceeds the minimum requirements shall be maintained in force and effect until completion of the Warranty Phase.

Workers’ Compensation:

This Architect shall carry Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Architect’s employees engaged in the performance of the work; and, Employer’s Liability insurance of not less than $2,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, the Architect will require the Subcontractor to provide Workers’ Compensation and Employer’s Liability to at least the same extent as required of the Architect.

2. Certificates of Insurance

Prior to commencing Services under this Contract, Architect shall furnish the Owner with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Architect’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.
In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Architect's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the Owner thirty (30) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title.

Cancellation and Expiration Notice

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Owner.

Indemnification

The Architect shall indemnify and save harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, suits, actions, liability, loss, damage and expense (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Architect, its employees, agents, or any tier of subcontractors in the performance of this Contract.

Architect's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Architect or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Architect be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The Architect's Accounting Records

Records of the Architect and its Consultants pertaining to a project shall be kept on a generally-recognized accounting basis and shall be available to the Owner or its authorized representative during normal business hours. Such records shall be maintained for at least three (3) years after final payment to the Architect is made.

Termination of Agreement

This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. Such notice shall identify the event or circumstance of non-performance and the party receiving such notice shall have 7 days to cure. This provision shall not be construed to prevent the non-defaulting party from recovering damages occasioned by said default or pursuing any other remedy available to it at law or in equity.
.2 This Agreement may be terminated by the Owner upon seven (7) days written notice should funds not be available to continue a project or should the Owner determine in the exercise of its sole discretion, such termination to be in the best interest of the Owner. In the event of such termination, the Architect shall be entitled to payment for his services rendered as of the date of termination as his sole remedy against the Owner.

20 Ownership of Documents

.1 The Owner and the Architect agree that all notes, designs, Drawings, Specifications and other technical data produced in the performance of this Agreement are the property of the Architect as instruments of professional service and shall remain in the physical possession and control of the Architect. The Owner and the Architect agree that neither party shall make any use of said work product without the written permission of the other party. Nothing in this subparagraph shall be construed to prevent either party from withholding its consent to further use of the work product until reasonable compensation has been agreed upon. Nothing herein shall obligate the Owner to pay compensation to the Architect for use of said work product in connection with the repair, reconstruction or construction of additions to a project so long as Owner releases Architect from all liability for such reuse.

.2 The Architect agrees that duly-authorized representatives of the Owner shall have access, at reasonable times, to inspect and make copies of all designs, Drawings, Specifications, Shop Drawings and other submittals by the Contractor or other technical data pertaining to the Work to be performed under this Agreement.

.3 The Architect agrees that the Owner may retain and use maintenance manuals, Record Drawings, copies of Shop Drawings and other technical data as provided in a contract.

21 Successors and Assigns

.1 The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of each party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the prior written consent of the other.

22 Extent of Agreement

.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations and agreements, both written and oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect and executed with the same formality as this Agreement.

23 Applicable Law

.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of Arizona and the county and municipality, if any, in which a project is located.

24 Dispute Resolution
.1 This Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Pima County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et seq. The arbitrator shall be selected by mutual agreement of the parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association. In the event either party institutes arbitration under this Agreement, the party prevailing in any such arbitration shall be entitled, in addition to all other relief, to actual attorneys' fees relating to such arbitration. The non-prevailing party shall be responsible for all costs of the arbitration, including but not limited to, the arbitration fees, court reporter fees, etc. The decision of the arbitrator shall be final and binding upon the parties.

25 Attorneys' Fees

.1 In the event any of the parties to this Agreement take legal action or other steps to enforce the terms of the Agreement, the prevailing party or parties shall be entitled to recover their expenditures including but not limited to actual attorneys' fees, costs of tests, inspections and reports by experts, costs of exhibit preparation, expert witness fees and court costs from the party or parties at fault.

THE OWNER AND THE ARCHITECT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the parties’ duly authorized representatives have signed this Agreement on the dates indicated below:

For COLLEGE

PIMA COUNTY COMMUNITY COLLEGE DISTRICT:

By:__________________________________
Print Name:___________________________
Title:______________________________
Date:_______________________________

For ARCHITECT

[INSERT ARCHITECT FIRM’S FULL LEGAL NAME]:

By:__________________________________
Print Name:___________________________
Title:______________________________
Date:_______________________________
ATTACHMENTS:

ATTACHMENT A to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. Contractor’s Performance of Services. Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.

2. Supervision. Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.

3. Government Fees; Licenses. Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.

4. Work to Be Performed by Others. College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.

5. Warranties.  
5.1. Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.

5.2. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.

5.3. To the extent applicable to the subject matter of this Agreement, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.

6. Scope of Relationship. Contractor is an independent contractor. Neither Contractor nor any of Contractor’s employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, “Contractor Parties”), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

7.1. College’s Intellectual Property All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions (“Contract IP”), will be owned by College, and where applicable, all copyrightable Contract IP will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, “Intellectual Property” or “IP” means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
7.2. Contractor’s Intellectual Property. Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

7.3. College Data. As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College’s or Contractor’s use of the Services (collectively, “College Data”). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College’s Intellectual Property and Contractor shall treat it as College’s confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor’s obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College’s prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

8. Confidentiality

8.1. If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party’s business practices, strategies, and technologies, as well as the other party’s confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, “Confidential Information”), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party’s prior written consent.

8.2. Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party’s Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.

8.3. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party’s possession or under the party’s control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.

9. Educational Records; FERPA. College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.

10. Public Records. The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College
requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.


11.1. If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for “safe harbor” rules under applicable data breach laws.

11.2. At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.

11.3. Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.

11.4. In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College’s Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.

11.5. In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College’s Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.

12. Use of Names; Trademarks. Neither party shall use the other party’s trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature (“Marks”), or the names of the party’s employees in any publicity or advertising material without prior written approval by the other party. Contractor’s use of any College’s Marks, if and when authorized, shall comply with the College’s design and drawing specifications.

13. Use of College Property. While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found here. Contractor’s personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.


15. Equal Opportunity; Non-Discrimination. The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

16. Misuse of Public Funds. Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or
employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.

17. Federally-Funded Agreement. If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.

18. Non-Assignment. This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor’s rights or delegate any of the Contractor’s obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.

19. Referencing of Orders. For each order issued against this Agreement, College intends in good faith to reference the RFQ used in procuring the Contractor’s services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College’s right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.

20. Price Adjustment for Multi-Year Contracts. Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.

21. Right to Offset. College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor’s non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.

22. Stop Work Order. College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement (“Stop Work Order”) for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.

23. Gratuities. College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

24. Insolvency. College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.

25. Cancellation for Conflict of Interest. Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly
involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

26. Non-Appropriation. Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of then fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.

27. Force Majeure. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.

28. No Waiver of Right by College. No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College’s right to insist on strict performance of the provisions of this Agreement.

29. Dispute Resolution; Arbitration. In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.

30. Severability. If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.

31. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.
ATTACHMENT A
Mandatory Certification Forms
CONFLICT OF INTEREST CERTIFICATION

Date: 
Offeror legal name: 

RFQ #
P19/10008

The undersigned certifies that to the best of his/her knowledge: (check only one)

☐ There is no officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this RFQ.

☐ The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this RFQ, and the nature of the substantial interest, are included below or as an attachment to this certification:

Signature: Phone:
Print name: Email:
Print title: Taxpayer ID Number:
BOYCOTT OF ISRAEL CERTIFICATION

Date: 
Offeror legal name: 

RFQ # 
P19/10008

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

Accordingly, the Offeror certifies that:

it is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFQ engage in a boycott of Israel.

A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Offeror.

Signature: 
Phone: 
Print name: 
Email: 
Print title: 
Taxpayer ID Number:
As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. § 23-214 governing the employee verification requirement through the federal e-verify program.

Accordingly, the Offeror warrants that:

(1) it complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it shall, as applicable or required under A.R.S. § 23-214, verify, through the e-verify program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and

(2) that it shall, as applicable or required under A.R.S. §23-214, require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Offeror.

Upon request, the College shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.
FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION
[FOR FEDERALLY-FUNDED PURCHASES OF SERVICES OR GOODS IN EXCESS OF $25,000]

Date: RFQ # P19/10008

Offeror legal name:

In accordance with the OMB guidelines at 2 C.F.R. 180, and the Federal Acquisition Regulation, 52.209-6, other than a subcontract for a commercially available off-the-shelf item, College is prohibited to enter into any subcontract in excess of $35,000 (or $25,000, for Federal Grant-funded purchases) with a contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(1) The Offeror, other than a contractor providing a commercially available off-the-shelf item, hereby certifies that:

(A) the Offeror or its Principals as of the time of award of the contract by the College is or is not debarred, suspended, or proposed for debarment by the Federal Government; and

(B) Unless this is a contract for the acquisition of commercial items, the Offeror shall include the requirements of this clause, including this paragraph (B) (appropriately modified for the identification of the parties), in each subcontract that exceed $35,000 (or $25,000, for Federal Grant-funded services) in value.

(2) The Offeror shall provide immediate written notice to the College Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in Section (1)(A) of the above provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to provide certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible. This Certification in Section 1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to College, College may terminate an agreement resulting from this solicitation for default.

Signature: Phone:
Print name: Email:
Print title: Taxpayer ID Number:
ANTI-LOBBYING CERTIFICATION AND DISCLOSURE
[FOR FEDERALLY-FUNDED PURCHASES OF SERVICES OR GOODS IN EXCESS OF $100,000]

Date: [ ]
RFQ #
P19/10008

Offeror legal name: [ ]

In accordance with the Byrd Anti-Lobbying Amendment, (31 U.S.C. § 1352) and the Federal Acquisition Regulation, 52.203-11:

(1) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(A) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(B) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(C) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

Submission of this certification and disclosure is a prerequisite for making or entering into the agreement with College. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Signature: [ ]
Phone: [ ]

Print name: [ ]
Email: [ ]

Print title: [ ]
Taxpayer ID Number: [ ]
Appendix

Concept Plan
SECTION THROUGH HANGAR

NUMBER NAME Area FLOOR
1 STUDENT SERVICES 832 SF Level 1
2 OFFICE 95 SF Level 1
3 OFFICE 90 SF Level 1
4 OFFICE 90 SF Level 1
5 OFFICE 90 SF Level 1
6 OFFICE 92 SF Level 1
7 OFFICE 95 SF Level 1
8 OFFICE 93 SF Level 1
9 OFFICE 93 SF Level 1
10 OFFICE 93 SF Level 1
11 OFFICE 134 SF Level 1
12 CONFERENCE ROOM 321 SF Level 1
13 LAB 2073 SF Level 1
14 BATTERY MAINTENANCE 140 SF Level 1
15 BATTERY MAINTENANCE 161 SF Level 1
16 BREAK ROOM 447 SF Level 1
17 IT ROOM 157 SF Level 1
18 LAB 1961 SF Level 1
19 CORRIDOR 661 SF Level 1
20 ELEVATOR 45 SF Level 1
21 ELECTRICAL ROOM 270 SF Level 1
22 MECHANICAL ROOM 43 SF Level 1
23 MENS RESTROOM 267 SF Level 1
24 WOMENS RESTROOM 307 SF Level 1
25 LAB 1963 SF Level 1
26 LAB 1965 SF Level 1
27 LAB 1965 SF Level 1
28 CLASSROOM 975 SF Level 2
29 CLASSROOM 975 SF Level 2
30 CLASSROOM 975 SF Level 2
31 CLASSROOM 979 SF Level 2
32 CLASSROOM 975 SF Level 2
33 HANGAR 16310 SF Level 1
34 CORRIDOR 2514 SF Level 2
35 ASSEMBLY/EVENT AREA 3066 SF Level 1
36 CORRIDOR 315 SF Level 1

CONCEPTUAL RENDER FROM 2nd LEVEL CORRIDOR