



Request for Qualifications
General Contractor

Downtown Campus Center of Excellence new development

Pima County Community College District ("College" or "District") is seeking submittals from qualified General Contractors for the construction of the Downtown Campus Center of Excellence new development.

The deadline for receipt of sealed submittals is: **September 4, 2019 at 3:00 PM (Arizona Time)**. Sealed submittals must be received by this deadline at the following location:

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

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

Questions pertaining to this Request for Qualifications (RFQ) must be communicated in writing and be received via email by **August 16, 2019 at 3:00 PM (Arizona Time)**. Questions must be sent to the email address below and should include the specified Buyer's name and proposal number, and any question(s) should include a reference to the appropriate page and section number of the RFQ. Questions and answers will be posted on the Pima Community College webpage listed below by **August 22, 2019 at 5:00 PM (Arizona Time)**:

Jan Posz, C.P.M., Sr. Buyer
DO-Staff-FO-Procur@pima.edu

Copies of the Request for Qualifications, questions and answers, and any related documents are available on the Pima Community College Website:

<http://www.pima.edu/administrative-services/purchasing/current-requests-for-submittals-bids-quotes.html>

Purchasing Director
Pima County Community College District
District Finance Office-Purchasing
4905 East Broadway, Room D-232
Tucson, Arizona 85709-1420

Table of Contents

Section 1	Project Summary
Section 2	Scope of Work
Section 3	Submittal Preparation and Submittal
Section 4	Selection and Contract Award
Section 5	RFQ Completion Checklist
Section 6	Submittal Form
Attachment A	General Terms and Conditions
Attachment B	Mandatory Certification Forms
Attachment C	Sample Contract (for review only and will be required in phase 2)
Attachment D	Schematic Design Package

Section 1

Project Summary

1. Request for Qualification Summary

Pima County Community College District (“College” or “District”) is seeking proposals from qualified firms for **Downtown Campus Center of Excellence new development** in accordance with the Scope of Work specified in this Request for Qualifications (RFQ).

This is the first step in a two-step process. Step one is intended to qualify general contractors to move to step two. The selection process will be based on the Contractor’s qualifications, size, availability to perform the required services, past representative projects and qualifications of the contractor’s team.

Step two will be the bid process for the construction of new buildings that will be bid in phases the first of which will be an Automotive and Transportation Center.

- 2. Entity Submitting RFQ.** The terms “vendor”, “proposer”, “offerer”, “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 Work

General Outline:

1. **Project Scope** Vendors are to comply with requirements of the request for qualification.

The following information is given as an example of what the Phase One bid package will be based on and is given as information only.

This section is presented to allow the applicant to gauge the size and complexity of the project located at Downtown Campus, 1255 N. Stone Ave., Tucson, AZ 85709.

Bid will be awarded to the qualified vendor in Phase Two that includes all the contracting services required and associated with new construction as outlined in the information provided - Schematic Design Package for the Transportation Building and General outline/plan of the Downtown Campus Development Attachment D is for contractors to review only.

Estimated budget for the completed Center of Excellence (all phases) is estimated to be 47 million. That includes but not limited to:

- a. Civil
- b. Structural
- c. Mechanical and Plumbing
- d. Electrical
- e. Landscaping

2. **Schedule Summary (Phase one only)**

Board of Governors	11/13/19
Notice to proceed	11/15/19
Construction Start	11/18/19
Construction Completion	12/08/20
Move in	01/14/21

3. **Technical Requirements**

The firm's submittal should be organized in sections as outlined below:

- a. **Cover Letter**

All submittals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this submittal and include the College's RFQ number found within this RFQ. The cover

letter should express the firm's interest and serve as an executive summary of the submittal. Claims of proprietary information must be included in the cover letter.

b. Submittal Form

All submittals must include the complete Submittal Form signed by a person or an official authorized to commit the firm to a contract with the District.

c. Submittal Copies

The firm must submit one (1) original copy of the submittal, clearly marked "Original". In addition, the firm must submit one (1) digital PDF copy of the submittal on media suitable for copying and distributing electronically.

d. Qualifications

The submittal verbiage must describe the firm's qualifications to provide the requested products and/or services, and include the following:

1. A statement of interest for the project including a summary of key points describing the respondent's unique qualifications as they pertain to this particular project.
2. A statement of the availability and commitment of the respondents, its principal(s) and assigned sub-contractors to undertake this project.
3. Respondent's city and state of its corporate headquarters.

e. Contractor's Ability to Provide Services

1. Describe the firm's history, including the name(s) of the proposed team, address(es) of the proposed team, address(es) of the corporate headquarters and local office(s), and number of years in business.
2. Describe the firm's workload and the capabilities to accommodate the addition of a contract of this type.
3. Describe what administrative process will ensure that appropriate levels of attention are given and that work is properly performed.
4. Submit estimates of time commitment of core project staff as a percentage of total time for the execution and management of this project.
5. Submit an organization chart of personnel to be assigned to the project together with the specific tasks that will be performed by the designated individuals.
6. Identify if your firm is currently involved in any transaction to expand or to become acquired by another business entity. If so, explain the impact both in the organizational and directional terms.

f. Contractor's Past Representative Projects

1. Provide a list of related projects completed within the past five (5) years that are relevant to these services in type scope, and complexity. List the projects in order of priority, with the most relevant project listed first.
2. From the projects listed above, identify and describe the three (3) most relevant completed projects.
3. Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed with other firms. In addition, the firms shall provide and enclose a reference letter from the project manager (owner or contractor Project manager) of the three most relevant projects listed
4. Provide the following information for each project listed:
Project name, location, contract delivery method, and descriptions

Initial cost estimate and final cost; explain the difference in cost
Original start and completion dates and actual start and completion dates
Name of Project Manager (owners project manager or contractor project manager) of three most relevant projects listed

5. Describe the Contractor's expertise and ability to provide all requested General Contracting services and customary services, unique qualifications of the Team's Key Personnel, Project Manager, and all other proposed staff relevant to the project.
6. Submit resumes of key personnel of the team that will be directly involved with the project, stating certifications training, and experience in providing requested services. Include a summary of projects similar in type, scope, and complexity. Resumes must not exceed two (2) pages each and should be placed in the appendix. (One (1) page means one (1) side)

g. Contractor's Management of Scope of Work and Project Schedule

1. Describe your Quality Control and Quality Management. Summarize your approach to quality control and quality assurance during construction administration.
2. Provide your schedule control and compliance process. Summarize your firm's schedule control process to be used in order to meet the identified schedule. Provide information on your data management, including RFI, ASI and submittal reviews.
3. Budget method and cost control. Define how change orders and other potential additional cost during the construction phase will be avoided and controlled.
4. Safety Program, summarize your approach to provide and maintain a safety management plan.

h. Performance Time

The contractor is expected to give this project a high priority to complete the scope of work in a complete, accurate, professional and timely fashion. Provide contractors discussion and their commitment to the proposed construction schedule.

i. References.

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:

Owner	Project Name
Owner's Academic Rep Name, Title (President, Dean, Department Chair, etc.) Rep's Current Address Rep's Current Phone Number	Contractor's Name Contractor's Project Manager P.M.'s Current Address P.M.'s Current Phone Number
Owner's Facility Rep Name, Title (Director of Operations or Facilities Planning, etc.) Rep's Current Address Rep's Current Phone Number	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)

Section 3

Submittal Preparation and Submittal

Submittals must conform to all requirements stated below, and elsewhere in this RFQ. Disregarding these requirements may result in disqualification of the submittal.

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

All submittal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the submittal name and number and the firm's name. It is the responsibility of the firm to ensure that submittals are received in the Office of the Purchasing Director by the due date and time stated on page 1 of this RFQ. The firm is responsible for delivery of their submittal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No submittals or submittal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All submittals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFQ package, if any. It is permissible to copy these forms as required. The authorized person signing the submittal shall initial erasures, interlineations or other modifications on the submittal.

1. 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 the Request for Qualifications.

2. Exceptions Requested

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. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the submittal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

3. Proprietary Information

In the event any proposer shall include in the submittal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the submittal and clearly marked 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, 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 submittals submitted unless the information is expressly restricted by the proposer.

4. Appendix

The Submittal Appendix must include:

- a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFQ.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
- c. 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 submittal. The firm agrees to notify the College of any change in this status. 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 intends to use any cooperative, subcontract, third party agreement, or the like to perform under their submittal, 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 or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.
- e. Samples of any documentation or form that proposer will require the College to sign.

5. General

- a. **Cost of Submittal Preparation** – The College shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.
- b. **Certification** – By signature on the Submittal Form included herein, the contractor certifies that the submission of the submittal did not involve collusion or other anti-competitive practices. The consultant 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 submittal. In addition, consultant certifies whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this document. Consultant also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted submittal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the submittal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Consultant agrees to promote and offer to the College only those services and/or materials as stated in and allowed for under resulting agreement(s).

6. Financial Statement

- a. Contractor must submit their most recent audited financial statement with their submittal. August 2016.

Section 4

Selection and Contract Award

Submittals shall be evaluated based on the requirements set forth in the RFQ. Selection of the firm(s) will be at the discretion of the College and will be based on the submittal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to select three (3) to five (5) firms to proceed to the next step of the process.

One contract per phase will be awarded through a competitive process among the awarded firms.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer.

Submittals will be reviewed by a selection committee and will be evaluated based on the following criteria:

1. Contractor's ability to provide services, also include a plan you will use to pre-qualify Subcontractors (30 Points)
2. Contractor's past representative projects (30 Points)
3. Contractor's Team Qualifications (10 Points)
4. Contractor's Management of the Scope of Work and Schedule (10 Points)
5. Performance Time (10 Points)
6. References (10 Points)

Priced bids (sealed bids) will be considered in the second step and only from those bidders whose technical submittals are found to be acceptable in the first selection process.

Note: The College recognizes that over the term of the contract, members of the project team listed in the Contractors submittal may change. The contractor will provide information similar to the original information in the RFQ substantiating a similar level of knowledge and ability for replacement team members.

Once a final bid has been accepted, members of the project team for that project may not be removed from the project team without the written consent of the College.

Section 5

RFQ Completion Checklist

This checklist is a summary of some of the required components of the RFQ. It is provided as a convenience to contractors, 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 contractor to submit complete and compliant submittals.

- Cover Letter**
- Submittal Form**
- Qualifications**
- Response to Scope of Work**
- Exceptions Requested**
- Mandatory Certification Forms**
- Financial Report**

Section 6
Submittal Form

Date _____

Submittal of _____,

(Name)

a corporation organized and existing under the laws of the State of _____; a
partnership consisting of _____; an individual trading as

_____.

(Name)

Request for Submittal: _____

[provide title or brief description]

To: Pima County Community College District ("College")

1. In compliance with your Request for Qualifications No. _____, the undersigned hereby offers to furnish the services designated in the RFQ, in strict accordance with the RFQ, upon written notice of acceptance of this Submittal at any time within thirty (30) days after the date of opening of the Submittals, and to execute the Contract in accordance with the Submittal as accepted within five (5) days after the Contract is presented for signature.

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

4. The undersigned Proposer hereby certifies and affirms that this Submittal 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 Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

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

() There is no officer or employee of Pima Community College who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

() The names of any and all public officers or employees of Pima Community College who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Submittal.

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

(A) (check one) **are ()** or **are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

(B) (check one) **have ()** or **have not ()**, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

(C) (check one) **are ()** or **are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) **has ()** or **has not ()**, within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Submittal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

Request for Qualifications P20/10013
August 2, 2019

7. The certifications in paragraphs 4, 5 and 6 of this Submittal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

SEAL - If Bidder is a
Corporation

(Official Name of Firm)

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)

Attachment A

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. Intellectual Property.**
 - 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

Request for Qualifications P20/10013
August 2, 2019

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. Privacy and Security.

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

Request for Qualifications P20/10013
August 2, 2019

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. Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees (“**Indemnitees**”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College’s Confidential Information.
- 13. 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.
- 14. 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. Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 16. 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

Request for Qualifications P20/10013
August 2, 2019

protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.

Request for Qualifications P20/10013
August 2, 2019

- 25. 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.
- 26. 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.
- 27. 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 party 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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 B
Mandatory Certification
Forms



CONFLICT OF INTEREST CERTIFICATION

Date:

RFP #

Offeror legal name:

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 RFP.***

- 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 RFP, 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:

RFP #

Offeror legal name:

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 RFP 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:



WORKER ELEGIBILITY VERIFICATION

Date:

RFP #

Offeror legal name:

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.

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

[FOR FEDERALLY-FUNDED PURCHASES OF SERVICES OR GOODS IN EXCESS OF \$25,000]

Date:

RFP #

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:

RFP #

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:

Attachment C
(Sample Contract applicable to Step Two only)

CONTRACT AND GENERAL CONDITIONS
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, made this _____ day of _____, 201____, by and between _____, hereinafter called the "Contractor," and Pima County Community College District, operating in Pima County, hereinafter called the "Owner", for Owner's project _____, BXX/XXXX

W I T N E S S E T H:

That the Contractor and the Owner agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS.

1.1.1 The following listed documents constitute the Contract Documents, and they are all as fully a part of the Contract and General Conditions as if herein repeated:

1. This Contract and General Conditions between Owner and Contractor.
2. Notice of Award and Receipt of Notice
3. Notice to Proceed and Receipt of Notice
4. Performance Bond and Payment Bond.
5. Addenda Nos. _____ dated _____.
6. Specifications and Drawings (as modified by the above-referenced Addenda and selected alternates as listed herein, if any) as set forth in Exhibit A to this Contract.
7. Bid Form, dated _____.
8. Instructions to Bidders.
9. Notice Inviting Sealed Bids.
10. Certificates of Insurance.

1.1.2 In the event of any inconsistency between any of the terms of the before enumerated documents, such inconsistencies shall be resolved by giving precedence to the terms of the lowest numbered of the above numbered documents. Anything in these Contract Documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Contract shall be a part of the Contract between the parties and shall take precedence over all of the other Contract Documents.

ARTICLE 2
SCOPE OF WORK

2.1 As required by the Contract Documents, the Contractor shall furnish and install all of the materials and labor and perform all of the work for the Owner's Project known as _____ ("Project" herein).

ARTICLE 3
CONTRACT AMOUNT, TIME, LIQUIDATED DAMAGES AND EARLY COMPLETION BONUS

3.1 CONTRACT AMOUNT. The Owner shall pay the Contractor the sum of _____ Dollars (\$_____) for the Base Bid and alternates _____, which is the Contract Amount. This sum is subject to additions or deductions made in accordance with the provisions of the Contract Documents.

3.2 CONTRACT TIME. The Contract Time as used and defined in Article 11 herein shall be _____ (____) calendar days.

3.3 LIQUIDATED DAMAGES AND EARLY COMPLETION BONUS.

3.3.1 Liquidated damages as used and defined in Article 11 herein shall be _____ Dollars (\$_____) per calendar day for each day the Work remains not substantially complete after expiration of the Contract Time as defined in Article 11 and specified in Subparagraph 3.2 above.

3.3.2 An Early Completion Bonus shall be paid to the Contractor at the rate of _____ Dollars (\$_____) per calendar day the work is Substantially Complete in advance of the expiration of the Contract time up to a maximum of _____ Dollars (\$_____). For purposes of the Early Completion Bonus, the Contract Time(s) shall not be extended or changed for any reason.

3.4 CHANGE ORDERS. Limits on the amount of overhead and profit allowed on Change Orders are specified in Article 15. An item of additional work or change in Plans and Specifications which involves an extra cost shall be valid only if authorized by Change Order in accordance with Article 15 of this Contract and General Conditions.

ARTICLE 4
DEFINITIONS AND GENERAL PROVISIONS

4.1 OWNER, OWNER'S REPRESENTATIVE AND CONTRACTOR. The Owner, Owner's Representative and the Contractor are those herein defined in this Contract and General Conditions. They are treated throughout the Contract Documents as though each were of the singular number and masculine gender.

4.2 SUBCONTRACTOR. See Article 8.

4.3 NOTICE. See Articles 7 and 10.

4.4 TIME. See Articles 3 and 11.

4.5 COST. The term "Cost" shall include all charges, costs, losses and expenditures of every kind whatsoever for the Work, or portion thereof to which reference is made with respect to this term.

4.6 FINISH, SUBSTANTIAL COMPLETION AND FINAL COMPLETION DATES. See Article 11.

- 4.7 MODIFICATIONS. See also Article 1. A Modification is:
- .1 A written amendment to the Contract and General Conditions signed by all parties;
 - .2 A Change Order properly signed by all parties pursuant to Paragraph 15.1; or
 - .3 A Field Order for a minor change in the Work issued by the Owner pursuant to Paragraph 15.4.

A Modification may be made only after execution of the Contract and General Conditions.

4.8 CONTRACT. The Contract consists of all the Contract Documents enumerated in Article 1. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Paragraph 4.7.

4.9 WORK. The term "Work" includes, without limitation, furnishing all labor, administrative services and supervision necessary to produce the construction required by the Contract Documents and furnishing and installing all materials and equipment incorporated, or to be incorporated, in such construction to complete the Project.

4.10 PROJECT. The Project is the total construction designed by the Owner of which the Work performed under the Contract Documents may be the whole or a part.

4.11 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS.

4.11.1 The Contract and General Conditions shall be signed by the Owner and the Contractor. By executing the Contract and General Conditions, each party accepts and agrees to be bound by each of the Contract Documents listed in Article 1.

4.11.2 By executing the Contract and General Conditions, the Contractor represents and warrants that he has visited the site, has familiarized himself with the local conditions under which the Work is to be performed, including any and all relevant weather conditions or records or both, and correlated all of his observations with the requirements of the Contract Documents.

4.11.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include, without limitation, all labor, materials, equipment and other items as provided in Subparagraph 7.4.1 necessary for the proper execution and completion of the Work. Words and abbreviations which have well known technical or trade meanings are used herein in accordance with such recognized meanings.

4.11.4 The organization of the Specifications into divisions, sections and articles, and the arrangements of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade, or constituting part of the Contract or having any legal or contractual significance.

4.11.5 Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Owner in accordance with any schedule agreed upon, or with reasonable promptness in any case. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents.

4.12 COPIES FURNISHED AND OWNERSHIP.

4.12.1 The Contractor will be furnished, free of charge, all copies of Contract Documents reasonably necessary for the execution of the Work as determined by the Owner in his sole discretion.

4.12.2 All Drawings, Specifications and other data, and copies thereof, furnished to the Contractor are and shall remain the property of the Owner. They are not to be used on any other project, and, with the exception of one set for each party to the Contract, are to be returned to the Owner upon request at the completion of the Work.

4.12.3 It shall be the responsibility of the Contractor to ensure that each Subcontractor, Sub-subcontractor and supplier has a current set of those portions of the Construction Documents that may be required for proper execution of their respective portions of the Work.

ARTICLE 5
OWNER'S REPRESENTATIVE

Drawings and Specifications for this Project were prepared by _____
(Owner's Representative, hereinafter referred to as 'OR'), who shall act as OR pursuant to the Contract Documents.

5.1 OR: DEFINITION

5.1.1 The OR is the person or organization identified as such in this Contract and General Conditions, and the term OR means the OR or his authorized representative.

5.1.2 Nothing contained in the Contract Documents shall create any contractual relationship between the OR and the Contractor.

5.2 ADMINISTRATION OF THE CONTRACT.

5.2.1 The OR will be the Owner's representative during construction, until final payment and including the warranty period. The OR will have authority to act on behalf of the Owner, unless otherwise modified by written instrument which will be shown to the Contractor. The OR will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the OR, except where the Owner deems direct communication with the Contractor necessary. Any direct communication between Owner and Contractor shall be copied to the OR. The OR and any person designated by Owner as Special Agent shall be Special Agents acting for and on behalf of the Owner for the duration of this Contract.

5.2.2 The OR shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the OR may perform their functions under the Contract Documents.

5.2.3 Neither the OR's authority to act under this Contract, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty of responsibility of the OR to the Contractor, any Subcontractor or material supplier, any of their agents or employees, or any other performing any of the Work.

5.2.4 The duties, responsibilities and limitations of authority of the OR as the Owner's representative during construction as set forth in Articles 1 through 18, inclusive, of this Contract and General Conditions will not be modified or extended without written consent of the Owner and the OR, notice of which will be given to the Contractor.

5.2.5 The OR will not be responsible for the acts or omissions of the Contractor, any Subcontractors or Material Vendors, or any of their agents or employees, or any other persons performing any of the Work.

5.2.6 In case of the termination of the employment of the OR, the Owner shall appoint a successor, whose status under the Contract Documents shall be that of the former OR.

ARTICLE 6
OWNER – CONTRACT ADMINISTRATION

6.1 DEFINITION. The Owner is the person or organization identified as such in the Contract and General Conditions.

6.2 ADMINISTRATION OF THE CONTRACT.

6.2.1 The OR will provide general administration of this Contract, including performance of the functions hereinafter described.

6.2.2 The Owner and the OR shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Owner and the OR may perform their functions under the Contract Documents.

6.2.3 The OR 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 to adequately observe the progress of the Work. On the basis of his on-site observations, he shall endeavor to guard against defects and deficiencies in the Work of the Contractor. The Owner shall not be responsible for the Contractor's ways and means, methods, techniques and procedures in the construction of the Project or for enforcement of safety requirements on the Project.

6.2.4 Based on such observations and the Contractor's Applications for Payment, the OR will make recommendations as to the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Subparagraph 12.4.1.

6.2.5 The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor, except where otherwise provided herein. The OR will promptly render such interpretations as he may deem necessary for the proper execution or progress of the Work.

6.2.6 All claims, disputes and other matters in question relating to the execution or progress of the Work, payment, time extension or interpretation of the Contract Documents shall be submitted to the Owner in the manner provided by Subparagraph 12.4.4, within the time limits prescribed in Subparagraph 15.2.1, for decision by the Owner, as the subject of the matter may require, which will be rendered in writing within a reasonable time.

6.2.7 The Owner's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

6.2.8 If a decision of the Owner states that it is final but subject to appeal, no claim, dispute or other matter covered by such decision may be made later than thirty (30) days after the date on which the party making the demand received the decision.

6.2.9 The OR shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the OR's reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will require the Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work as provided in Subparagraph 10.8.2, whether or not such Work be then fabricated, installed or completed.

6.2.10 The OR will review Shop Drawings, Product Data and Samples promptly as provided in Subparagraphs 7.12.1 through 7.12.8, inclusive.

6.2.11 The OR will prepare Change Orders in accordance with Article 15 and will have authority to order minor changes in the Work not involving extra cost as provided in Subparagraph 15.3.

6.2.12 The OR will conduct inspections to determine the date or dates of Substantial Completion and Final Completion and shall issue a Certificate of Substantial Completion and of Final Completion. He will receive written guarantees, record drawings, maintenance manuals and related documents required by the Contract and assembled by the Contractor.

6.2.13 The Owner will not be responsible for the acts or omissions of the Contractor, any Subcontractors or Material Vendors, or any of their agents or employees, or any other persons performing any of the Work.

6.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER.

6.3.1 The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project.

6.3.2 Information or services under the Owner's control shall be furnished by the Owner with promptness to avoid delay in the orderly progress of the Work.

6.3.3 All final decisions concerning Change Orders, Payments, Substantial Completion, Final Completion, Liquidated Damages and Contract Time shall be reserved to the Owner, and this provision of the Contract shall take precedence over any other term hereof.

6.3.4 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by separate contractors, payments, completion and insurance in Articles 9, 12 and 14, respectively.

ARTICLE 7 CONTRACTOR

7.1 DEFINITION.

7.1.1 The Contractor is the person or organization identified as such in this Contract and General Conditions and the term "Contractor" means the Contractor or his authorized representative. The Contractor, and all Subcontractors employed on the Project, shall possess valid Arizona Contractor's Licenses as required by law.

7.1.2 Whenever the words "as may be directed," "suitable," "or equal," "as approved," or other words of similar intent and meaning are used within the Contract Documents implying that judgment or discretion is to be exercised or a decision is to be made, it is understood that it is the judgment, discretion or decision of the OR to which reference is made.

7.1.3 All materials and articles of any kind necessary for this Work are subject to the approval of the Owner as provided in the Contract Documents.

7.1.4 After execution of the Contract, changes of brand named, trade named, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Owner, in which case the Owner shall receive all benefit of the difference in cost involved, except where choice of material or method is designated "or equal" or "acceptable alternates" in the Specifications.

7.2 REVIEW OF CONTRACT DOCUMENTS AND EXAMINATION OF SITE.

7.2.1 By executing this Contract, the Contractor warrants that he has examined the site and carefully studied and compared the Contract and General Conditions, Drawings, Specifications, Addenda, and all other Contract Documents before so executing the Contract. The Contractor shall at once report to the Owner any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions so long as the Owner is notified thereof, unless discovery of such error, inconsistency or omission should have been made by careful examination of the Contract Documents prior to submitting a Bid. The Contractor shall do no Work without appropriate Contract Documents, or where required, approved Shop Drawings, Product Data, Samples or interpretations from the Owner.

7.2.2 The Contractor shall be required to use for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale. In the absence of figured dimensions, the Owner shall be notified and the dimensions provided within a reasonable time. Drawings shall not be scaled in the absence of figured dimensions.

7.2.3 The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, levels of grades, walks, driveways, or other existing conditions, before executing any work. Contractor shall immediately report to the Owner any discrepancies between the Plans and actual field conditions. Failure to report any discrepancy within 24 hours after discovery will constitute a waiver of any claim arising out of such discrepancy. This provision shall have precedence over any other notice provisions contained herein.

7.3 **SUPERVISION AND CONSTRUCTION PROCEDURES.** The Contractor shall supervise the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

7.4 LABOR AND MATERIALS.

7.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, transportation and any other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. No materials shall be incorporated into this Work that contains any asbestos.

7.4.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner unless approved in advance by Change Order.

7.4.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. When requested by the Owner, the Contractor shall remove from the Project any person who commits trespass or is, in the opinion of the Owner, disorderly, dangerous, insubordinate, incompetent or violates any policies of the Owner. The owner will document the request within 1 work day if requested by the Contractor. The Contractor shall keep the Owner harmless from damages or claims for compensation that may occur in the enforcement of this requirement. The Contractor shall not permit the use of tobacco products (except in designated areas), alcohol or illegal drugs on the project site.

7.5 WARRANTY.

7.5.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

7.5.2 The warranty provided in Paragraphs 7.5 and 18.1 shall be in addition to and not in limitation of any other warranty or remedy available pursuant to law or the Contract Documents.

7.6 TAXES. The Contractor shall pay all sales, consumer, use, transaction privilege and other taxes required by law in connection with the performance of this Contract, whether in force as of the date of this Contract or later imposed. If the Contractor's principal place of business is not in Arizona, Contractor shall post a bond for taxes in compliance with A.R.S. § 42-5007 and furnish evidence of such bond to Owner prior to submitting any application for payment hereunder

7.7 PERMITS, FEES AND NOTICES.

7.7.1 Unless otherwise provided in the Plans, Specifications or by Addendum, the Contractor shall secure and pay for all permits, fees, inspections and re-inspections necessary for the proper execution and completion of the Work, including, without limitation, the following permits and fees: building, plumbing, mechanical, electrical permits, water meters, water service fees, sewer connection fees, sewer fees or assessments, gas service fees and electric service fees payable to the utility companies. The Contractor shall procure and pay for all necessary utilities for the Project, including temporary utility hook-ups and utilities used in course of construction.

7.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner in writing. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto, including any attorneys' fees incurred by Owner in connection therewith.

7.8 SUPERINTENDENT. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Contractor shall assign to the Project a Superintendent prior to the pre-construction meeting and shall furnish to the Owner the Superintendent's resume. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

7.9 RESPONSIBILITY FOR THOSE PERFORMING THE WORK. The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying any material or equipment to be incorporated in the Work under a contract of any nature with the Contractor.

7.10 PROGRESS SCHEDULE AND REPORTS.

7.10.1 The Contractor, within fourteen (14) days after being awarded the Contract, shall prepare and submit for the Owner's review his planned Construction Progress Schedule for the Work as provided in the Specifications. The Construction Progress Schedule shall be related to the entire Project and shall indicate the dates for the starting and completion of the various components and phases of construction and shall be revised monthly or as required by the conditions of the Work, upon request of and subject to the review of the Owner. The Contractor shall comply with the requirements of the Specifications in connection with the preparation and revision of the Construction Progress Schedule. The Contractor agrees to promptly respond to all inquiries by the Owner concerning significant deviation of the progress of construction from the Construction Progress Schedule. Failure to timely respond to such request or significant delay from the Construction Progress Schedule may result in progress payments being withheld. Approval of the Construction Progress Schedule by the Owner shall not relieve the Contractor from his obligation to complete the Project within the Contract Time.

The Contractor shall furnish to the Owner four (4) copies of a complete list of all major items of architectural, mechanical, plumbing and electrical equipment and materials within fourteen (14) days of the Start Date. Include projected dates of submittal of all items of material for which submittals are required and delivery dates of all items of material and equipment that are considered by the Owner, in his sole discretion, critical or which may require, in order to obtain, long lead time. Submit a complete list. A partial list will not be acceptable unless prior permission is obtained from the Owner. The Contractor shall prepare and provide to the Owner a weekly Construction Schedule Status Report which will inform the Owner that, with respect to each category of the Construction Progress Schedule and each item on the material delivery date list, the work or delivery is: (a) on schedule; (b) behind schedule, but will not interfere with the completion of the Project within the Contract Time specified in the Contract; or (c) behind schedule and may prevent the completion of the Project within the Contract Time. In the event that the Construction Schedule Status Report indicates that a delay has occurred or may occur that may prevent the completion of the Project within the Contract Time because the Work in a particular category is behind schedule or a delay in material deliveries is anticipated, the Construction Schedule Status Report shall contain a statement of what corrective measures are being undertaken by the Contractor.

7.10.2 For purposes of determining time extensions resulting from additional work ordered by the Owner, adverse weather or other delays, all float or slack time in the Construction Progress Schedule shall be owned and controlled by the Owner. The Owner shall allow use of such float or slack time by the Contractor as long as such allocation of float or slack time does not adversely affect the completion date of the Project. No additional time shall be allowed for claims for delay, whether or not caused by or the fault of the Owner, if such delay is less than the available float or slack time available for the particular task.

7.11 DRAWINGS AND SPECIFICATIONS AT THE SITE.

7.11.1 The Contractor shall maintain at the site for the Owner one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, other Modifications, and manufacturers' printed specifications and recommendations, in good order and marked carefully, legibly and accurately to record on a daily basis all changes made during construction, all of which shall be available to the Owner at all times. These Drawings shall be delivered to the OR upon completion of the Work. The Drawings indicating the changes shall be maintained throughout the duration of the Project and are the Record Drawings which shall be transferred to electronic media by the Owner

7.11.2 The Contractor shall also submit to the Owner for his record three (3) copies each (unless otherwise specified) of all manufacturers' maintenance manuals, printed specifications and recommendations, which by reference in the several divisions of the Specifications are a part thereof.

7.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

7.12.1 Shop Drawings and Product Data are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are required by the Contract Documents and are prepared by the Contractor or any Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor, and which illustrate or describe some portion of the Work.

7.12.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.

7.12.3 The Contractor shall review, correct any errors, stamp with his approval and submit, with promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents or subsequently by the OR as covered by Modifications. Shop Drawings, Product Data and Samples shall be properly identified as specified, or as the OR may require. At the time of submission, the Contractor shall inform the Owner in writing of any deviation in the Shop Drawings, Product Data or Samples from the requirements of the Contract Documents. The OR's responsibility for reviewing Shop Drawings, Product Data, Samples and other submissions of the Contractor are limited to those required by the Contract Documents or Modifications to the Contract Documents.

7.12.4 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and that he has checked and coordinated all Shop Drawings, Product Data and Samples with the requirements of the Work and of the Contract Documents.

7.12.5 The OR will review and take other appropriate action with respect to Shop Drawings, Product Data and Samples with reasonable promptness so as to cause no delay, but only for conformance with the Contract Documents.

7.12.6 The Contractor shall make any corrections required by the OR to comply with the Contract Documents and shall resubmit the required number of corrected copies of Shop Drawings, Product Data or new Samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings and Product Data to revisions other than the corrections requested by the Owner on previous submissions.

7.12.7 The OR's review of Shop Drawings, Product Data or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner in writing of such deviation at the time of submission and the OR has given written approval to the specific deviation, nor shall the Owner's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples.

7.12.8 No portion of the Work requiring a Shop Drawing, Product Data or Sample submission shall be commenced until the submission has been approved by the Owner. All such portions of the Work shall be in accordance with approved Shop Drawings, Product Data and Samples.

7.13 **CUTTING AND PATCHING OF WORK.** Any cutting and patching required shall be performed in accordance with instructions contained in the technical specifications of this project.

7.14 **CLEANING UP.**

7.14.1 The Contractor at all times during the progress of the Work shall keep the buildings and site free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project, as well as all his tools, construction equipment, machinery and surplus materials not specified to be left at the site, and shall clean all glass surfaces and other areas or materials as specified, and leave the Work "broom-clean" or its equivalent, except where more stringent cleaning requirements are provided by the Contract Documents.

7.14.2 If the Contractor fails to satisfactorily clean up, the Owner will do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 10.6.

7.15 **COMMUNICATIONS.** The Contractor shall forward all written communications to the OR except where otherwise required herein.

7.16 **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (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 Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the District, 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 Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor 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.

ARTICLE 8
SUBCONTRACTORS

8.1 DEFINITION.

8.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to supply materials or equipment or to perform any of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

8.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with the Subcontractor to perform any of the Work at the site, or to supply any materials or equipment to be used in the Project. The term "Sub-subcontractor" is referred to throughout the Contract Documents as singular in number and masculine in gender, and means a Sub-subcontractor or an authorized representative thereof.

8.1.3 Nothing contained in the Contract Documents shall create any contractual, master-servant or principal-agent relationship between the Owner, and any Subcontractor or Sub-subcontractor.

8.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

8.2.1 If, after the actual signing of this Agreement, the Owner refuses to accept any person or organization on the Subcontractor and Material Vendor List for good and substantial reason, the Contractor shall submit an acceptable substitute and the Contract Amount shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract Amount shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto.

8.2.2 The Contractor shall not contract with any Subcontractor proposed to perform portions of the Work designated in the Construction Documents, or if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has not been accepted by the Owner. The Contractor will not be required to contract with any Subcontractor against whom he has a reasonable objection.

8.2.3 If the Owner requires a change of any proposed Subcontractor previously accepted by it, the Contract Amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

8.2.4 The Contractor shall not make any substitution for any Subcontractor who has been accepted by the Owner unless the substitution is approved in writing by the Owner.

8.2.5 Notwithstanding any provisions to the contrary in the Contract Documents, if any Subcontractor listed is found not to be qualified to perform public work as a matter of law, upon written notice from the Owner, the Contractor shall submit a qualified Subcontractor for the Owner's approval and shall substitute such qualified and approved Subcontractor at no additional cost to the Owner.

8.3 SUBCONTRACTUAL RELATIONS.

8.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

.1 preserve and protect the rights of the Owner under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

.2 require that such work be performed in accordance with the requirements of the Contract Documents;

.3 require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 12;

.4 require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-Subcontractor where appropriate) in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

.5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Article 14, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under Article 14; and

.6 obligate such Subcontractor specifically to consent to the provisions of this Paragraph 8.3.

8.4 PAYMENTS TO SUBCONTRACTORS.

8.4.1 The Owner may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

8.4.2 The Owner shall not have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

ARTICLE 9 SEPARATE CONTRACTS

9.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with other portions of the Project under conditions similar to this Contract.

9.2 MUTUAL RESPONSIBILITY OF CONTRACTORS.

9.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction to the site and storage of their materials and equipment thereon and the execution of their work, and shall properly connect and coordinate his Work with theirs.

9.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

9.2.3 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon written notice, promptly attempt to settle such other contractor's claim. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall promptly notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment against the Owner arises therefrom, the Contractor shall promptly pay or satisfy it and shall immediately, upon presentation to it of a statement thereof, reimburse the Owner for all attorneys' fees and court costs which the Owner has incurred.

9.3 CUTTING AND PATCHING UNDER SEPARATE CONTRACTS.

9.3.1 The Contractor shall do all cutting, fitting or patching of his Work that may be required to fit it to receive or be received by the work of other contractors indicated in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Owner.

9.3.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

9.4 OWNER'S RIGHT TO CLEAN UP. If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 7.14, the Owner may clean up and charge the cost thereof to the several contractors as the Owner shall determine to be just.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 LAW OF THE PLACE. The Contract shall be governed by the law of the State of Arizona, and any other subordinate jurisdiction in which the Project is located.

10.2 SUCCESSORS AND ASSIGNS. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or any part hereof or sublet it as a whole or in part without the written consent of the other, nor shall the Contractor assign or pledge any monies due or to become due to him hereunder without the previous written consent of the Owner.

10.3 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

10.4 CLAIMS FOR DAMAGES. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, which claim is not covered by Article 15 hereof, a claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

10.5 PERFORMANCE BOND AND PAYMENT BOND. The Contractor shall furnish and maintain performance and payment bonds as required by Arizona law covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties as may be agreeable to the Owner. The premiums shall be paid by the Contractor. The Contractor shall, prior to commencement of the Work, submit such bonds to the Owner. Individual sureties are not acceptable.

10.6 OWNER'S RIGHT TO COMPLETE THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and/or his surety, if any, and without prejudice to any other remedy he may have, proceed to make such other necessary and reasonable arrangements to carry out the

Work in accordance with the Contract Documents, all at the expense of the Contractor, including the Owner's attorneys' fees and other costs.

10.7 ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims from infringement of any patent right and shall save the Owner harmless from loss on account thereof, including Owner's attorneys' fees and court costs, except that Owner shall be responsible for all such loss when a particular design, process or product of a particular manufacturer or manufacturers is specified. But, if the Contractor has reason to believe that the design, process or products specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives information to the Owner prior to starting the Work.

10.8 TESTS.

10.8.1 Where the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any of the Work to be inspected, tested or approved, the Contractor shall give the OR timely notice of its readiness and of the date arranged so the OR may observe such inspection, testing or approval. The Owner shall pay the cost of all such tests, except where otherwise provided herein, and except for retest or re-inspection of Work which fails to comply with the Contract Documents.

10.8.2 All equipment and materials used in the construction of the Project, especially those upon which the strength and durability of the structure may depend, shall be subject to adequate inspection and testing in accordance with accepted standards to establish conformity with Specifications, applicable codes and standards and suitability for use intended, all as set forth more particularly in the Specifications.

10.8.3 If after the commencement of the Work the OR determines that any of the Work requires special inspection, testing or approval which Subparagraph 10.8.1 does not include, he will, upon written authorization from the OR, order such special inspection, testing or approval, and the Contractor shall give notice of readiness as in Subparagraph 10.8.1. If such special inspection or testing reveals a failure of the Work to comply:

- .1 with the requirements of the Contract Documents, or
- .2 with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Work,

the Contractor shall bear all costs thereof, including the cost of the Owner's additional services made necessary by such failure, and the costs of such inspection or testing and other expenses related thereto, including without limitation Owner's legal fees, if any, incurred in connection with advising Owner of such failure of compliance; otherwise, the Owner shall bear such costs.

10.8.4 Required certificates of re-inspections or testing to secure compliance with Clauses 10.8.3.1 or 10.8.3.2 above shall be paid for by the Contractor.

10.8.5 If the Owner wishes to observe the inspections, tests or approvals required by this Paragraph 10.8, he will do so promptly and, where appropriate, at the source of supply.

10.8.6 Neither the observations of the OR or the Owner in their administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor, shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

10.9 LEGAL FEES AND COSTS. The prevailing party shall be entitled to recover its attorneys' fees, any costs of suit, any expert witness fees and the actual cost of any test or inspection incurred in connection with any effort undertaken to enforce any of the terms of this Contract.

ARTICLE 11
TIME AND LIQUIDATED DAMAGES

11.1 CONTRACT TIME, LIQUIDATED DAMAGES AND RELATED PROVISIONS.

11.1.1 It is understood and agreed that the construction of the Work under the Contract Documents shall be commenced on the date stated in the Notice to Proceed issued by the Owner and shall be Substantially Complete by the Contractor no later than the number of consecutive calendar days from that date, which number is the Contract Time as specified in Paragraph 3.2, herein. The Contract Time is the period of time from (1) the date specified in the Notice to Proceed as the date upon which the Contractor is to commence the Work (the "Start Date"), through (2) the date when the agreed time for Substantial Completion of the construction of the Project expires (the "Finish Date"). The date of beginning, rate of progress, and time for completion are essential conditions of the Contract, and the Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the Contract Time specified. It is expressly agreed that the Contract Time is reasonable.

11.1.2 If the Substantial Completion Date as defined in Subparagraph 11.1.3 for the Project or any Phase thereof occurs after the expiration of the Contract Time, the Contractor shall pay the Owner the amount or amounts stated in Article 3 as liquidated damages for each calendar day the Work remains incomplete after expiration of the Contract Time. These amounts are agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Owner would sustain. It is expressly agreed that the amounts of liquidated damages set forth herein are reasonable. Said amounts may be retained from time to time by the Owner from payments due the Contractor.

11.1.3 The date of the Substantial Completion of the Work, or designated portion thereof, is the date established by a Certificate of Substantial Completion prepared by the OR when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so that the Owner may occupy the Project, or a designated portion thereof, if he so elects, for the use for which it is intended. Certification of a designated portion of the Work by the OR as being "Substantially Complete" and occupancy of that portion thereafter by the Owner shall neither release, or otherwise operate to excuse, the Contractor from his duty to complete the remainder of the Work within the Contract Time nor relieve the Contractor from any liability for not completing expeditiously the remainder of Work.

11.1.4 The Final Completion Date is the calendar date when all items of the Work are one hundred percent (100%) finished, with no items of any scope, large or small, outstanding and remaining to be completed, and all known defective work has been corrected. When the Owner certifies in writing, pursuant to the terms of Subparagraph 12.6.2, that the Final Completion Date is reached and it is approved by the Owner, the Contractor may make application for final payment pursuant to Subparagraph 12.6.2.

11.2 PROGRESS AND COMPLETION.

11.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

11.2.2 The Contractor shall begin the Work on the Start Date as defined in Subparagraph 11.1.1. He shall carry the Work forward expeditiously with adequate forces and shall complete it as required herein.

11.3 DELAYS AND EXTENSIONS OF TIME.

11.3.1 If the Contractor is delayed at any time in the progress of the Work by any cause which the OR determines may justify the delay, including, but not limited to, unforeseeable cause beyond the control and without the fault or negligence of the Contractor, its agents and employees and Subcontractors and Sub-subcontractors and their agents and employees, including, but not restricted to: acts of God, acts of the public enemy, acts of the Owner, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather over the entire Contract Time, then the

Contract Time shall be extended by Change Order for such reasonable time as the OR may determine. No extension of the Contract Time pursuant to this paragraph shall relieve the Contractor from any obligation attendant upon him under any of the provisions of this Contract. It is expressly agreed that the Owner's liability for delay from any cause shall be limited to granting a time extension to the Contractor, and there is no other obligation, expressed or implied, on the part of the Owner to the Contractor for delay from any cause other than Owner caused delay. If the Contractor makes a claim for delay, as provided herein, for which he alleges that the Owner is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties, the Owner agrees to negotiate with the Contractor the validity of such claim and the amount of damages incurred by the Contractor, if any.

11.3.2 The Contractor's Construction Progress Schedule must reflect the anticipated adverse weather delays on all weather dependent activities.

11.3.3 All claims for extension of time shall be made in writing to the Owner no more than fifteen (15) days after the occurrence of the delay; otherwise, they shall be waived. In the case of a continuing cause of delay, only one claim is necessary, and the Contractor shall promptly notify the Owner in writing of the date of the termination of the continuing cause of delay.

11.3.4 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 4.12.5 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.

ARTICLE 12 PAYMENTS AND COMPLETION

12.1 **CONTRACT AMOUNT.** The Contract Amount is as stated in this Contract and General Conditions and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents, subject to credits or increases resulting from Change Orders.

12.2 **SCHEDULE OF VALUES.** Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values reflecting as nearly as reasonably possible the actual values of the various components of the Work aggregating the total Contract Amount, prepared in such form as Owner may require, and supported by such data to substantiate its correctness as the Owner may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule shall be used only as a basis for the Contractor's Application for Payment.

12.3 PROGRESS PAYMENTS IF PRE-AUTHORIZED BY OWNER

12.3.1 On or about the first day of each calendar month during the course of construction, the Contractor shall submit to the OR an itemized Application for Payment, which shall be AIA Document G702 and G703, supported by such data substantiating the Contractor's right to payment as the Owner may require.

12.3.2 Payments shall be based on the Work actually performed during the preceding calendar month. Payment may be made for materials not incorporated in the Work but delivered and suitably stored at the site under such conditions agreed upon in writing by the Owner.

12.3.3 Material delivered and suitably stored at the site by the Contractor, Subcontractors, Sub-subcontractors, or Material Vendors shall be insured to the full value of the material and shall be suitably stored and protected. Only such material that is in accordance with the Contract Documents shall be installed into the Work. Until the Final Completion and acceptance of the Work by the Owner, it shall be the Contractor's responsibility to protect all materials installed in or delivered to the Project.

12.3.4 The Contractor warrants and guarantees that title for all work, materials and equipment covered by the Contract Documents shall pass to the Owner upon Final Completion and acceptance by the Owner and that such work, materials and equipment shall be free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 12 as "claims".

12.4 CERTIFICATION OF PAYMENT.

12.4.1 If the Contractor has made Application for Payment as above, the OR shall approve or modify the Application and forward for payment for such amount as the OR determines to be properly due, or state in writing the OR's reasons for withholding, in whole or in part, the amount applied for as provided in Subparagraph 12.5.1.

12.4.2 The Application for Payment will constitute a representation by the Contractor to the Owner, that:

.1 the Work has progressed to the point indicated;

.2 to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Final Completion, and to any specific qualifications stated in his certification of the Application for Payment); and

.3 the Contractor is entitled to payment in the amount certified.

12.4.3 The Owner shall make a payment to the Contractor on the basis of the value of the Work actually performed during the preceding calendar month in accordance with Subparagraph 12.3.2, less the amount of retention specified in Subparagraph 12.4.5 hereof. Such payments shall be made within thirty (30) days after receipt of Application for Payment. If the Contractor has properly requested the Owner pursuant to Subparagraph 12.3.1 of this Contract and General Conditions to accept substitute security, the Owner shall pay to the Contractor one hundred percent (100%) of the value of the Work actually performed during the preceding calendar month in accordance with this Paragraph 12. If the Contractor did not request an acceptance of substitute security, made an incomplete or incorrect assignment or made a legally insufficient assignment of substitute security, as determined by Owner or Owner's attorney, the Owner shall retain the amount of such approved Application for Payment specified in Subparagraph 12.4.5 hereof as a guarantee of the complete performance of the Contract. Any amounts retained or any securities held by Owner shall be returned to the Contractor within sixty (60) days after the Final Completion Date as specified in Subparagraph 12.6.2 of this Contract and General Conditions, provided the Contractor has by that time duly furnished the Owner any and all documents indicated to be furnished by the close out requirements of the Specifications or required for the proper maintenance and functioning of the Work as a whole. The Contractor shall submit along with the Application for Payment lien waivers from each subcontractor, materials or equipment supplier, the aggregate sum of which shall be the amount of the previous progress payment issued to the Contractor. If lien waivers from all subcontractors, materials or equipment suppliers do not equal the aggregate sum of the previous progress payment, the Contractor shall submit the following statement along with the current progress payment request: "I hereby certify as General Contractor on this project that I have paid all subcontractors, materials or equipment suppliers, for the Work provided in conjunction with the Project for which I have previously received payment."

12.4.4 In his Application for Payment, or in a separate notice, the Contractor shall include and itemize, and furnish such supporting particulars as the Owner shall require, all claims for additional compensation against the Owner arising under the Contract Documents or any covenant thereof, express or implied, or from any cause whatsoever, within the time limits prescribed in Subparagraph 15.2.1. It is expressly covenanted that the purpose of this provision is to guard the Owner against surprise claims, to permit the Owner to investigate claims as the same may arise, and to prevent vexatious litigation of claims. It is expressly covenanted that the Owner shall have no liability on any claim unless such claim was submitted in writing at the time and in the manner required hereby.

12.4.5 The Owner shall retain ten percent (10%) of the amount of each Application for Payment as insurance of proper performance of the Contract. Once the Contract is fifty percent (50%) complete, one-half of the retention then held shall be paid to the Contractor provided the Contractor is making satisfactory progress and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty percent (50%) completed, five percent (5%) of the amount of each subsequent Application for Payment shall be retained provided the Contractor is making satisfactory progress on the Project. If at any time the Owner determines that the Contractor is not making satisfactory progress, then the Owner may retain ten percent (10%) of all subsequent Applications for Payment.

12.4.6 No certificate for a progress payment, nor an acceptance of any security in lieu of the cash retention, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

12.5 PAYMENTS WITHHELD.

12.5.1 The OR may decline to certify payment and may withhold his Certificate in whole or in part if, in his opinion, he is unable to make representations to the Owner as provided in Subparagraph 12.4.2. The OR may also decline to certify any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective work not remedied,
 - .2 claims filed or reasonable evidence indicating probable filing of claims,
 - .3 reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount,
 - .4 damage to the Owner or another contractor,
 - .5 reasonable indication that the Work will not be completed within the Contract Time,
- or
- .6 unsatisfactory prosecution of the Work by the Contractor.

12.5.2 When the grounds in Subparagraph 12.5.1 are removed, or in the case of 12.5.1.3 above, when the Owner is satisfied that the Contractor will complete the Project at the agreed upon price, payment shall be made for amounts withheld because of them.

12.6 SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

12.6.1 When the Contractor believes that the Work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall prepare for submission to the OR a "punch list" of items to be completed or corrected. Any item on such list shall be completed or corrected before the Final Completion Date without regard to whether such item may be characterized by anyone as a "warranty item" or otherwise. The failure to include any items on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the OR, on the basis of an inspection, determines that the Work or a portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion, which shall be AIA Document G704, which shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance. The Certificate(s) of Substantial Completion shall be submitted to the Owner for their written acceptance of the responsibilities assigned to them in such Certificate.

12.6.2 Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the OR will promptly make such inspection and, when the OR finds (1) the Work acceptable under the

Contract Documents; (2) the Contract fully performed; and (3) the Final Completion Date has been reached, as that term is defined in Subparagraph 11.1.4, then, and only then, the Contractor shall promptly issue a final Invoice stating that, to the best of his knowledge, information and belief, and on the basis of observations and inspections, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due the Contractor is payable, and that any securities held by the Owner in lieu of a cash retention are returnable. The Contractor's written notice required by this Paragraph shall state the Date of Final Completion.

12.6.3 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety to final payment; (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, to the extent and in such form as may be designated by the Owner; and (4) written certification by the Contractor, and such subcontractors, material suppliers and manufacturers as the Owner shall designate, that no materials have been incorporated into the Work which contain any asbestos.

12.6.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except previously made in writing and still unsettled.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

13.1 SAFETY PRECAUTIONS AND PROGRAMS. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in compliance with all local, state and federal laws and regulations.

13.2 SAFETY OF PERSONS AND PROPERTY.

13.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss, to:

.1 all employees engaged in the Work and all other persons who may be affected thereby;

.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

13.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

13.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

13.2.4 All damage or loss to any property referred to in Clauses 13.2.1.2 and 13.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

13.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Owner.

13.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

13.3 EMERGENCIES. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided by the applicable provisions of the Contract Documents.

ARTICLE 14 CONTRACTOR'S INSURANCE

14.1 GENERAL REQUIREMENTS The Contractor, at Contractor'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 District 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 District, constitute a material breach of the Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the District 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 District.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the District, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor'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 District under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the District, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The District 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 District shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the District's right to insist on, strict fulfillment of Contractor's obligations under the Contract.

The insurance policies, except Workers' Compensation, required by the Contract shall name the District, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

14.2 REQUIRED COVERAGE

14.2.1 General Liability - Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$5,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$5,000,000 General Aggregate Limit. The Contractor's policy shall be endorsed to include a separate designated construction project general aggregate limit applicable to this project with a per project limit of \$5,000,000 which coverage will be at least as broad as insurance Service Office, Inc. Policy Form CG 25030397. The policies 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 the Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policies 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 Contractor's operations and products and completed operations.

14.2.2 Certificates of Insurance - Prior to commencing Services under the Contract, Contractor shall furnish the District with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the Contract are in full force and effect.

In the event any insurance policy(ies) required by the contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the contractor'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 District thirty (30) days prior to the expiration date.

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

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

14.2.3 Automobile Liability - Contractor shall maintain and cause any subcontractors to 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 Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor'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.

14.2.4 Workers' Compensation - This Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

14.2.5 Professional Liability - Professional liability insurance with minimum limits of \$1,000,000 per occurrence and requiring notice to the College at least thirty (30) days prior to cancellation or restriction of

coverage. Coverage shall be afforded on a form acceptable to the College. Consultant shall maintain such professional liability insurance until at least three (3) years after completion of all services required under this agreement.

14.2.6 Advertising - Contractor shall maintain Professional Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. Coverage shall include injury resulting from a statement made in the course of advertising activities that causes loss to another person or business by libel, slander, defamation, violation of a right of privacy, piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan. Requirements under this section may be met through either an endorsement to the General Liability insurance providing the minimum coverage noted herein or by a separate Professional Liability policy.

14.2.7 Builder's Risk (Property) Insurance - The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk Insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the District has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the District, the Contractor, and all Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the District. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, the Contractor will be responsible for providing property insurance for these exposures under a Boiler and Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

ARTICLE 15 CHANGES IN THE WORK AND CLAIMS

15.1 CHANGE ORDERS.

15.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Contract Amount and/or the Contract Time shall be adjusted accordingly pursuant to the terms of the Contract Documents.

15.1.2 A Change Order is a written amendment to the Contract Documents signed by the Owner, OR and the Contractor, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the

Contract Amount or the Contract Time. The Contract Amount and the Contract Time may be changed only by Change Order.

15.1.3 The debit or credit, as the case may be, to the Owner resulting from a change in the Work shall be determined in one or more of the following ways as mutually agreed:

- .1 by a lump sum properly itemized and supported as described below in order to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 by actual cost and specified percentage fee covering overhead and profit.

The total amount of overhead and profit allowed on any Change Order, whether increase or decrease, shall not exceed 15% of the direct costs of the Change Order Work when the Work is performed by the Contractor, or 5% of the Direct Costs for the Contractor's overhead and profit and 15% for the Subcontractor's overhead and profit when the Work is performed by any level of Subcontractor or Sub-subcontractor. The aforesaid amounts shall include the general conditions, overhead and profit for both the Contractor, Subcontractor(s), and Sub-subcontractor(s), if any. The costs of bond premiums and sales tax shall be added, in that order, after calculation and addition of overhead and profit.

The overhead and profit margin shall cover the costs of any additional supervision and project management, including the Contractor's and any Subcontractor's job superintendent, project manager, estimator, field office support, home office support, small tools and all other general conditions items.

For each and every proposed change in the Contract Amount, the Contractor shall provide an itemized breakdown of direct costs, hereinafter called the cost breakdown, that: (1) clearly describes each item, location and scope of work; (2) identifies in detail all labor (by trade classification), materials, equipment and services required to complete the work; (3) lists and extends all respective man hours (or unit hours), labor rates, quantities of materials, dimensions used to compute quantities, material units and unit prices, equipment time and rental rates. This cost breakdown shall be organized in a format that clearly identifies the subtotal of direct costs before overhead (if any), profit, bond and tax are added. The cost breakdown format is subject to the approval of the Owner.

Change bids from the Contractor shall include separate cost breakdowns as described above from any and all Subcontractors involved with the change. Subcontractor cost breakdowns are to be in writing on their letterhead and signed by the Subcontractor. Contractor shall provide any additional data needed to substantiate costs of changes, including invoices from suppliers and payroll information upon request of the Owner. The Contractor shall respond to requests for quotations from the Owner within five (5) calendar days.

The Direct Cost is defined as the lowest locally available cost to the Contractor or Subcontractor after all discounts, rebates and concessions are calculated. The Direct Cost is the basis for computing Contractor and Subcontractor overhead and profit margins. The Direct Costs that may be included in the price of a change are limited to the following items directly attributable to the change in the Work:

1. Costs of materials, including cost of delivery;
2. Cost of labor, including social security, old age and employment insurance, and fringe benefits required by agreement and workers' compensation insurance;
3. Rental value of equipment used to perform the Work.

15.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

15.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Amount shall be adjusted by Change Order upon claim by either party made in compliance with Subparagraph 12.4.4 and within the time limits prescribed in Subparagraph 15.2.1.

15.1.6 If the Contractor claims that additional cost or time is involved because of:

- .1 any written interpretation issued pursuant to Subparagraph 4.12.5,
- .2 any order by the Owner to stop the Work pursuant to Subparagraph 5.2.11 where the Contractor was not at fault, or
- .3 any written order for a minor change in the Work issued pursuant to Paragraph 15.3,

the Contractor shall make such claim as provided in Paragraph 15.2.

15.2 **CLAIMS FOR ADDITIONAL COST OR TIME.** If the Contractor decides to make a claim for an increase in the Contract Amount or any other claim, except one for an extension of Contract Time, he shall give the Owner written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim or include such notice in the Application for Payment for the month in which the event giving rise to the claim occurred, whichever is earlier. Notice of a claim for extension of Contract Time shall be given within fifteen (15) days of the occurrence of the event giving rise to such claim. Any notice other than one made for an extension of the Contract Time shall be given by the Contractor before proceeding to execute the Work which is the subject matter of the claim, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Subparagraph 13.3.1. All claims shall be made as provided in Subparagraph 12.4.4 within the time limits prescribed herein, and no such claim shall be valid unless so made. No change in the Contract Amount or Contract Time resulting from such claim shall be valid unless approved by the Owner and authorized by Change Order.

15.3 **MINOR CHANGES IN THE WORK.** The OR has authority to order minor changes in the Work not involving an adjustment in the Contract Amount or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

15.4 **FIELD INFORMATION MEMOS.** The OR may issue written Field Information Memos which interpret the Contract Documents in accordance with Subparagraph 4.12.5 or which order minor changes in the Work in accordance with Paragraph 15.3 without change in Contract Amount or Contract Time. The Contractor shall carry out such changes specified in the Field Information Memos promptly.

ARTICLE 16 UNCOVERING AND CORRECTION OF WORK

16.1 **UNCOVERING OF WORK.**

16.1.1 If any Work should be covered contrary to the request of the OR, it must, if required by the OR, be uncovered for his observation and replaced, all at the Contractor's expense.

16.1.2 If any other Work has been covered which the OR has not specifically requested to observe prior to being covered, the OR may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement after approval by the OR shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by a separate contractor employed as provided in Article 9, and in that event, the Owner shall be responsible for the payment of such costs.

16.2 CORRECTION OF WORK.

16.2.1 The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Final Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

16.2.2 If, within two (2) years after acceptance of the Work by the Owner or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, including the original conformance with the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor, without cost to the Owner, shall correct it promptly after receipt of a written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition.

16.2.3 All such defective or non-conforming Work under Subparagraphs 16.2.1 and 16.2.2 shall be removed from the site where necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

16.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

16.2.5 If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after receipt of a statement of charges therefor, the Owner may, upon ten (10) additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs that should have been borne by the Contractor, including compensation for additional architectural services and any attorneys' fees incurred by Owner in connection therewith. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner, and all attorneys' fees and other costs that the Owner may incur in collecting same.

16.2.6 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 10.6.

16.2.7 The obligations of the Contractor under this Paragraph 16.2 shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

16.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Amount, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 17
TERMINATION OF THE CONTRACT

17.1 TERMINATION BY THE CONTRACTOR. If the Work is stopped for a period of thirty (30) days, and the Owner is immediately notified of such stopping, under an order of any court or other public authority having jurisdiction through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, and by reason of some act or omission of Owner, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including the percentage profit stated in Paragraph 3.4 herein for Work accomplished through the date the notice of termination is given.

17.2 TERMINATION BY THE OWNER.

17.2.1 If the Contractor files or has filed against it any petition in bankruptcy, or if he makes a general assignment for benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or sufficient and proper materials to complete the Work in accordance with the Progress Schedule and Contract Time, or he fails to make prompt payments to Subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and/or his surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. Termination of the Contract under this Subparagraph 17.2.1 shall not relieve the Contractor of any warranty obligations he would otherwise have on all Work performed hereunder, and such obligations shall survive termination of this Contract.

17.2.2 If the unpaid balance of the Contract Amount exceeds the costs of finishing the Work, including attorneys' fees and all other costs incurred by Owner in completion of the Contractor's obligations, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 18
WARRANTY AND SITE CONDITIONS

18.1 TWO-YEAR WARRANTY.

18.1.1 The Contractor shall warrant all Work under this Contract against defects of material and workmanship for a period of at least two (2) years from the Final Completion Date; provided, however, that those items of the Work specified as having longer warranties shall be warranted for the period specified.

18.1.2 The Contractor shall be responsible for the total cost of repairing and restoring such defective Work to a new condition, at no cost to Owner.

18.1.3 In any case where the subject matter of the defect relates to Work done under a subcontract between the Contractor and any Subcontractor, it is the responsibility of the Contractor, not the Owner, to secure the Subcontractor's performance in compliance with this Paragraph and, in the event of the Subcontractor's failure or refusal within a reasonable time to perform after notice, it shall be the Contractor's responsibility to repair and restore such defective Work to a new condition, at no cost to Owner.

18.1.4 In any case where the defective Work has been brought to the attention of the Contractor by the Owner and the Contractor fails or refuses to correct it, the Owner may elect, without precluding its use of any other

remedy it may have available to it, to have the defective Work repaired and restored to a new condition in whatever manner it deems appropriate, regardless of the cost, and the Contractor shall be liable to the Owner for the total cost thereof, including, without limitation, any architectural and legal fees related to effecting the repair.

18.1.5 Material and workmanship made good through compliance with such warranty shall be subject to the same warranty period as the original materials and workmanship. Such warranty period shall begin on the date the replaced material and work is certified as acceptable in writing by the Owner.

18.2 USE OF PREMISES.

18.2.1 The Contractor shall confine his equipment and plant, the storage of materials, and the operations of his workmen to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the premises with materials or equipment.

18.3 SEVERABILITY. In the event any provision in this Contract is held invalid by any court of competent jurisdiction, the remaining provisions in this Contract shall be deemed severable and shall remain in full force and effect.

18.4 IMMIGRATION LAW COMPLIANCE.

18.4.1 The Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its subcontractors of every tier certifying compliance and shall furnish the statements to the Owner upon request. These warranties shall remain in effect through the term of the Contract, and the Contractor and its subcontractors of every tier shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work pursuant to this Contract. I-9 forms are available for download at USCIS.GOV.

18.4.2 The Owner may request, and the Contractor agrees to furnish, verification of compliance from the Contractor or its subcontractors of any tier performing work pursuant to this Contract. Should the Owner reasonably believe or discover that the Contractor or its subcontractors of any tier are not in compliance, the Owner may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor or its subcontractors. All costs necessary to verify compliance are the responsibility of the Contractor.

18.5 COMPLIANCE WITH A.R.S. §§ 35-391.06 AND 35-393.06. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the Contractor shall certify that it does not have a scrutinized business operation in either Sudan or Iran.

18.6 CANCELLATION. This Agreement is subject to cancellation by the Owner for violation of the provisions of Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, four (4) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first above written.

OWNER: Pima County Community College District

By _____ Date _____
Its _____

CONTRACTOR: _____

By _____ Date _____
Its _____

ATTACHMENT D

Schematic Design Package
(Phase One)



TABLE OF CONTENTS

Project Description	05
Memorable Goals	06
Master Plan	09
Campus Phasing	10
Space Program Verification	12
Civil Design Narrative	16
Civil Plan	19
Landscape Narrative	21
Landscape Plans	23
Architectural Design Narrative	27
Architectural Plans	37
Architectural Renderings	43
Code Plans	58
Code Study	60
Fire Access	63
Sustainability Narrative	65
Structural Narrative	73
Structural Framing Plans	79
Mechanical / Plumbing Design Narrative	83
Mechanical Plan Options	89
Electrical Narrative	91
Next Steps: Milestones	99
Project Schedule	100

PROJECT DESCRIPTION

Pima Community College is making improvements to its Downtown Campus, and enhancing facilities that house its Applied Technology Program. DLR Group has engaged the faculty, campus administrators, and district administrators to plan:

- 1) A new Transportation Center to house the Automotive Technology program
- 2) A new Center of Excellence to house the Welding, Machine Tools, Mechatronics, and CAD programs and office space for related administration.
- 3) A renovation of the existing ST Building to house the Building Construction Trades program, and office space for the Workforce Development office.

While programming and schematic design is ongoing for all of these buildings, this Schematic Design Deliverable will provide a brief overview of the campus plan, but primarily focus on the Transportation Center. Schematic Design for the Center of Excellence and ST Building Renovation will be submitted under a separate submittal.

The Automotive Technology program is undergoing in a shift in its educational pedagogy, and moving away from a self-paced program into a more collaborative, instructor-led style of teaching. The new Transportation Center aims to foster collaborative learning while enhancing the visibility of the program on campus, as well as increasing the visibility of the College to the surrounding



Existing Auto Lab - Lifts



Existing Auto Lab - Bench Training



Existing Auto Lab - Exterior

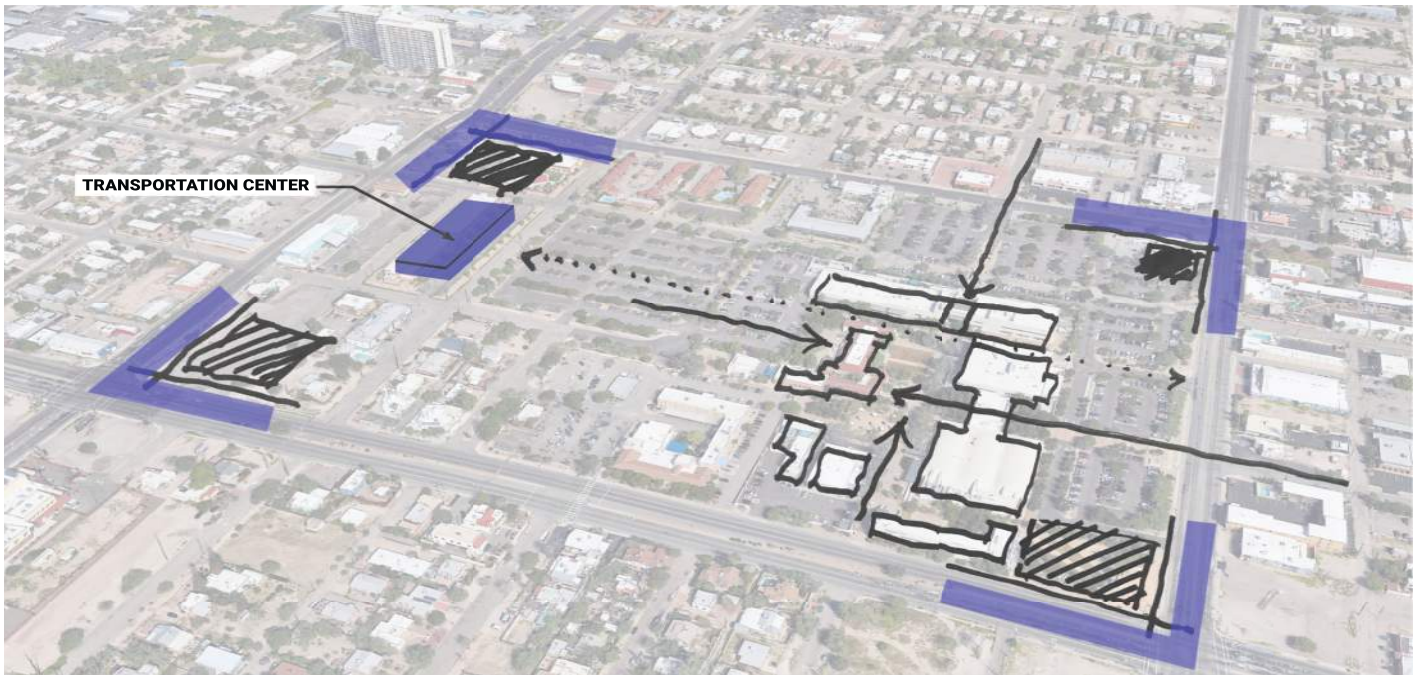


Existing Auto Lab - Open Bays

MEMORABLE GOALS

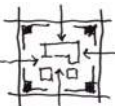
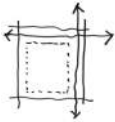
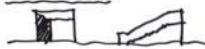


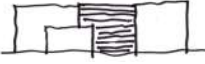




GUIDING PRINCIPLES

1. Make the building **ICONIC** and memorable for students and the community.
2. The building should be **PROMINENT**, highly visible to community and potential industry partners.
3. Move campus development westward towards Main and create a strong master plan for **FUTURE** growth.



Review of the existing campus and proposed location of new Transportation Center.

IDENTIFICATION OF TOOLS

1. Edges + Entrances 
2. Courtyards + Connections 
3. Campus Portals + Vertical Circulation 
4. Patios + Pathways 
5. Volumes + Forms 
6. Solids - Voids 
7. Horizontals + Verticals 
8. Punched Openings + Curtainwalls 
9. Light + Shadow 
10. Plaster + Metals + COLOR 

CONCEPT IMAGERY

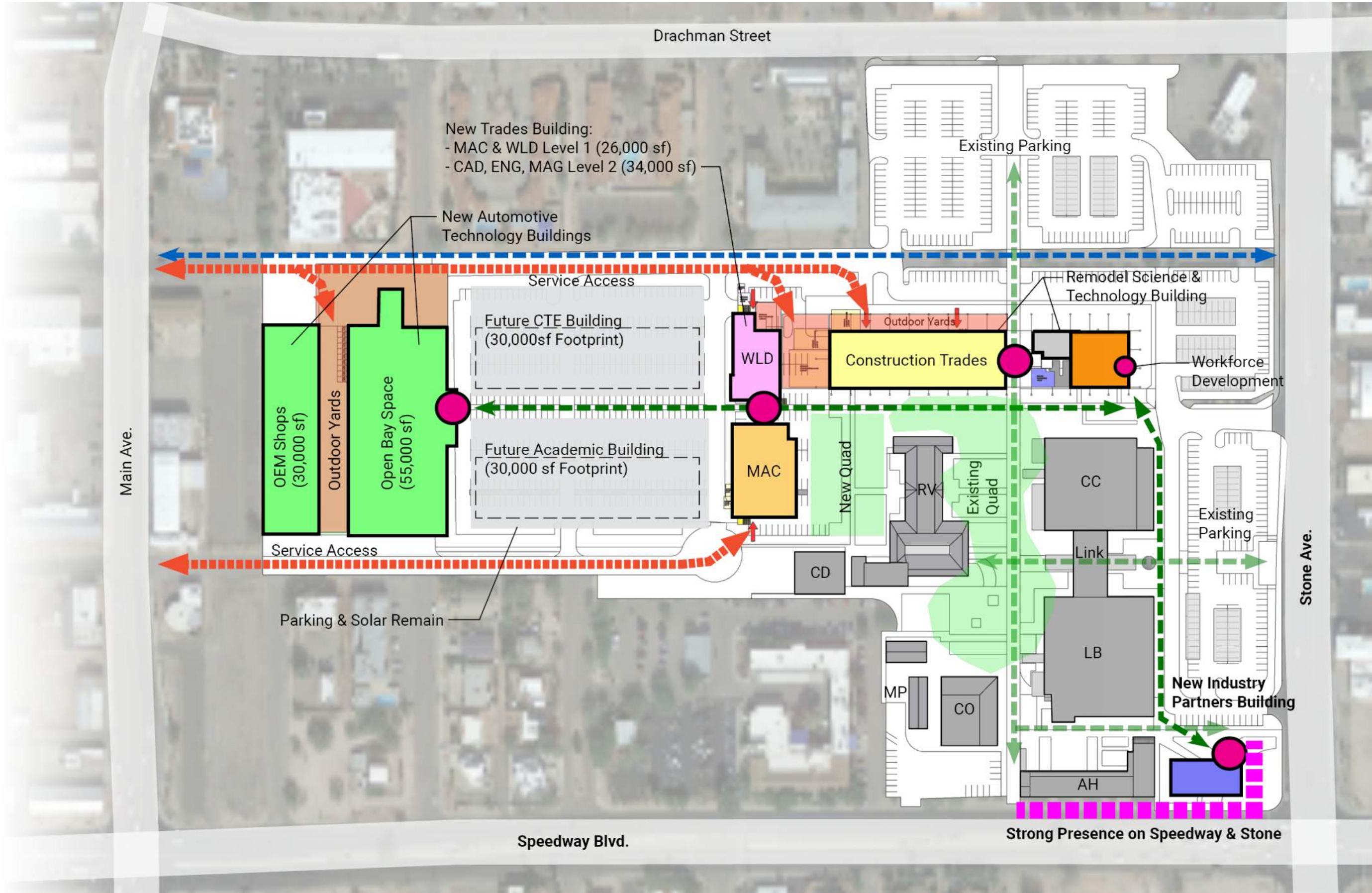


MEMORABLE DISCUSSION QUOTES

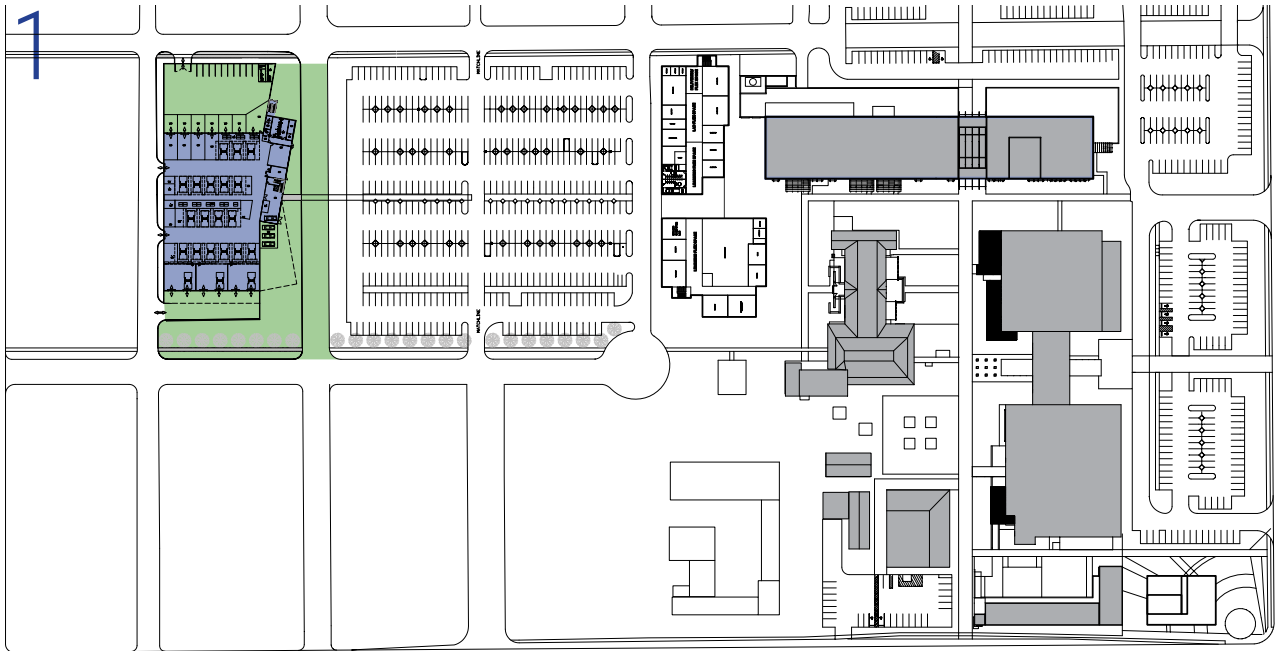
“One and a half story **BLUE** box”

“Glass cube **SHOWCASE**”

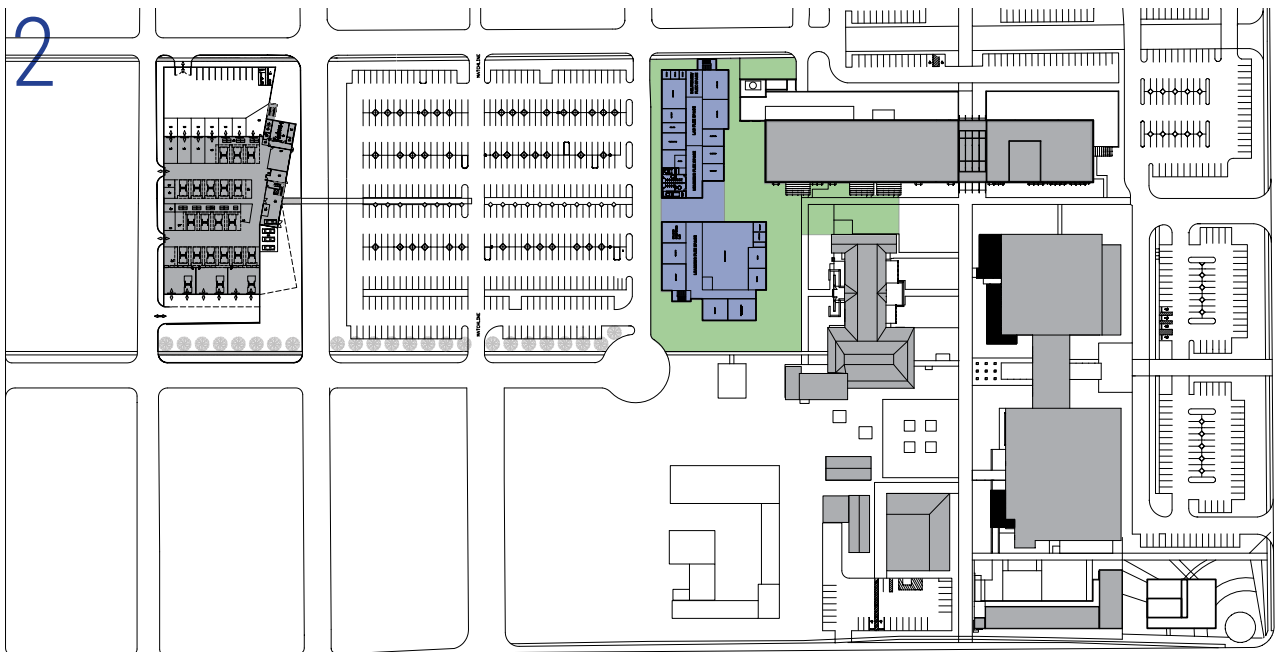
“**NATURAL LIGHT**, opaque accents”



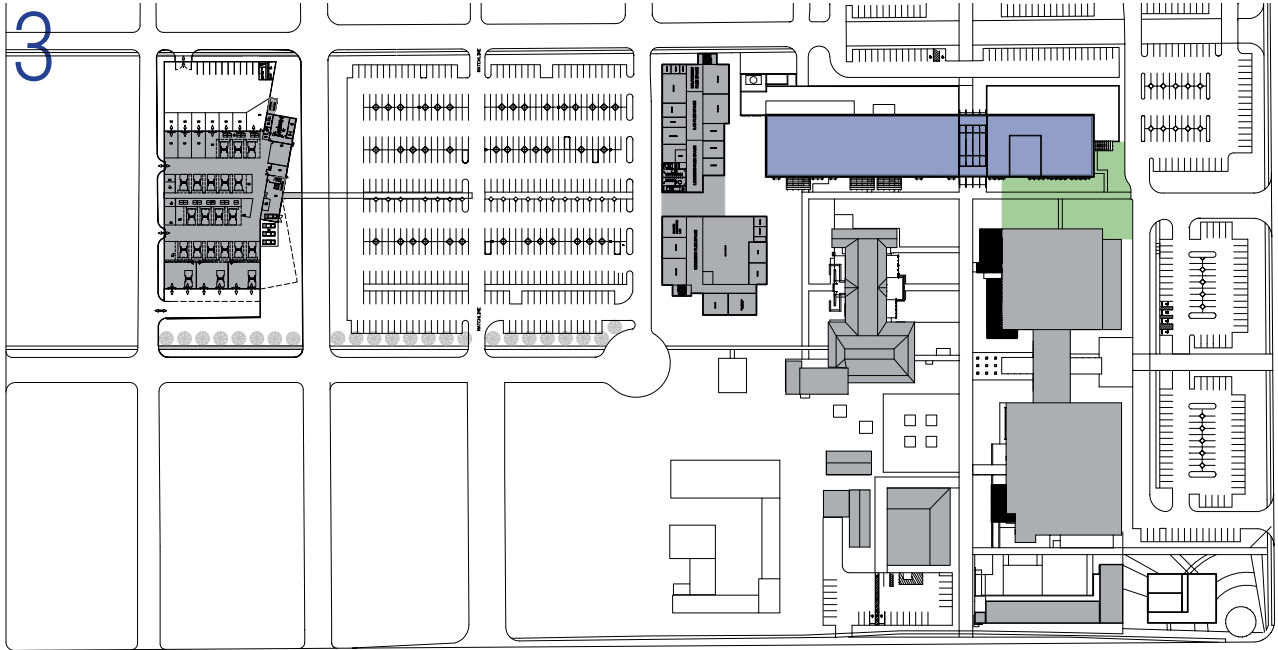
CAMPUS PHASING



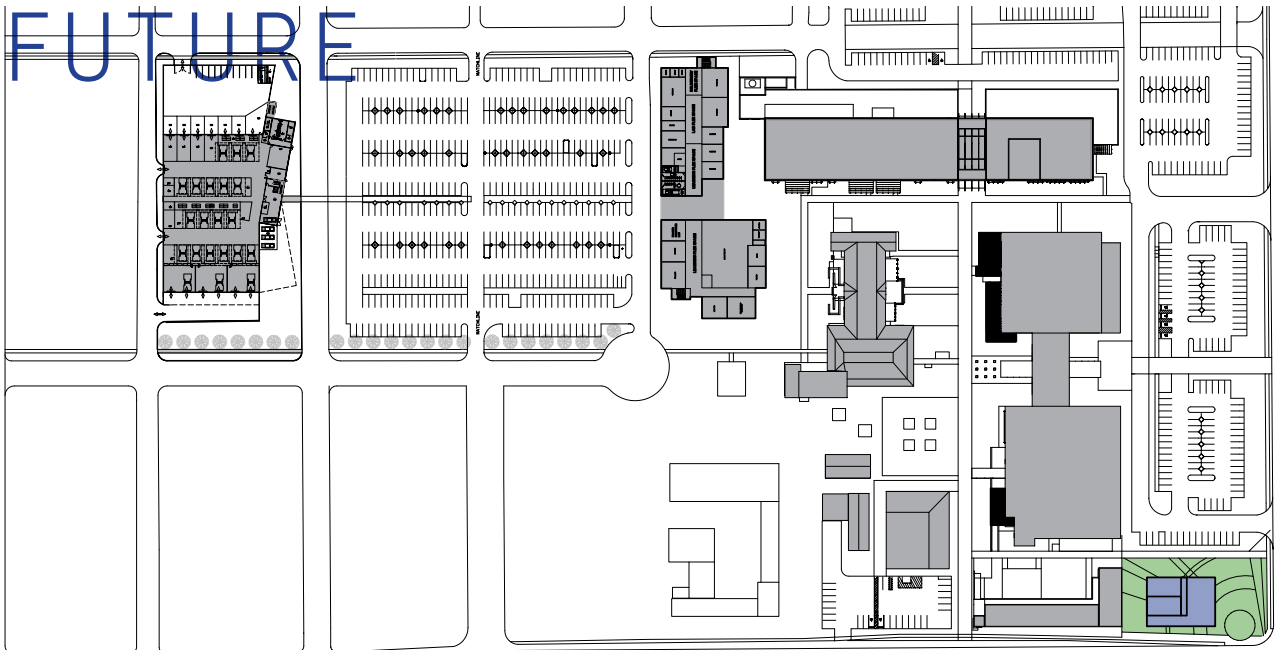
TRANSPORTATION CENTER



CENTER OF EXCELLENCE



ST RENOVATION



THE JEWEL

SPACE PROGRAM - AUTOMOTIVE

PO / WS 1

Personnel / Desking
Full Time
Adjunct Faculty
Touchdown Spaces
Department 4
Department 5
Department 6
Department 7
Department 8
Subtotal:

100	SF
Qty	ASF
4	400
	0
	0
	0
	0
	0
	0
	0
	0
4	400

PO / WS 2

160	SF
	0
	0
	0
	0
	0
	0
	0
	0
	0
0	0

Collaboration	Ratio	Seats	ASF

Support	ASF
Storage Rooms	220
Tool Crib	250

Description
Video editing Station, Manual Libr

Classrooms	ASF

Description

Commons	ASF
Shower Rooms	80
Restrooms	250

Description
AUTO SPACE NEEDS 9M, 9F, 9

Lab	ASF
Auto Lab	
Command Central	230
Supervisor Station	100

Description

PO / WSBO / WS 3			PO / WSFO / WS 4			PO / WSBO / WS 5			TOTALSTOTALS		
48	48	SF	36	36	SF		SF		Qty	ASF	
		0			0		0	4	4	400	400
1	1	48			0		0	1	1	48	48
		0			0		0	0	0	0	0
		0			0		0	0	0	0	0
		0			0		0	0	0	0	0
		0			0		0	0	0	0	0
		0			0		0	0	0	0	0
		0			0		0	0	0	0	0
		0			0		0	0	0	0	0
1	1	48	48	0	0	0	0	5	5	448	448

Description	
SubtotalSubtotal:	

Qty	ASF
0	0

Description	
SubtotalSubtotal:	

Qty	ASF
1	1 220
1	1 250
	0
	0
	0
	0
2	2 470

Description	
SubtotalSubtotal:	

Qty	ASF
0	0

Description	
SubtotalSubtotal:	

Qty	ASF
2	2 160
	4 1,000
	0
	0
	0
	0
	0
0	0

Description	
SubtotalSubtotal:	

Qty	ASF
1	1 0
2	2 460
1	1 100

Site Description

The site for the proposed Pima Community College Downtown Campus Transportation Center is located on the west side of the Pima Community College Downtown Campus in Tucson, Arizona. The new site is surrounded on all sides by public roadways (Mabel Street to the north, 11th Avenue to the east, Helen Street to the south, and Alder Avenue to the west). The site lies within Section 1, of Township 14 South, Range 13 East and more specifically is identified as assessor's parcel number 115-08-026D. The project site, formerly the Fortuna Inn & Suites, was recently acquired and demolished by the college. The site is now vacant land with portions of an existing paved parking lot on the eastern side of the parcel still remaining.

Site Access

Currently, vehicular access is available along all 4-sides of the project site. The new facility will provide driveway access from the west off Alder Avenue and from the north off Mabel Street. In an effort to provide campus continuity, Pima College and the City of Tucson are discussing abandoning and restricting access along 11th Avenue from Helen Street to Mabel Street. This will allow for a vehicle free zone and a pedestrian and bicycle-safe corridor while also providing fire truck access. No off-site geometric modifications are anticipated for the existing public streets surrounding the project site.

Driveway widths will be based on usage and function while meeting city standards. Sight distance requirements will be met at each new driveway location. New curb radii will be designed to Pima County and City of Tucson standards. No additional public parking will be provided as part of this project. The new parking lot to the north of the site will be restricted for the facility use only. The large existing parking lot to the east will provide sufficient parking for the new facility. New pavement within the site will be designed pursuant to the geotechnical report prepared for this project. A new trash removal location will be included for this project although the location has yet to be determined. Trash enclosure will be 8'-0" high CMU walls with swinging metal gate.

Pedestrian access will be provided via new sidewalk around the site. A pedestrian walkway connecting to the existing parking lot to the east will provide access to the main campus area as well as the parking lot. ADA accessible ramps will be provided, as necessary, within the site.

Utilities

Existing 'wet' utilities are located within both Alder Avenue and 11th Avenue. These 'wet' utilities will need to be connected to the new on-site infrastructure, but no off-site extensions are anticipated. Existing 'dry' utilities are located within the college campus area and may require extensions to serve the project.

Water

Water and fire services for this project will be supplied by Tucson Water via an existing 6-inch water main along 11th Avenue. The new fire service line and water service line are proposed to connect into this main. A 2-inch water main exists within Alder Avenue but is not anticipated to be utilized for this project.

Two existing fire hydrants are located near the project site. One is at the southwest corner of Helen Street and 11th Avenue while the other one is at the southwest corner of Mabel Street and 11th Avenue. No additional fire hydrants are expected to be required for this project. A fire department connection (FDC) will be provided for the new building along with a dedicated fire service line.

At a minimum, one new water meter and backflow preventor will be required for this project. The location of the meter and backflow preventor will be coordinated with the project team as well as Tucson Water.

Wastewater

Sanitary sewer service for this project will be provided by Pima County Regional Wastewater Reclamation Department. A new 6" Building Connection Sewer (BCS) line will be stubbed from the east side of the new building to a new manhole on the existing 6-inch sewer main located in 11th Avenue. It is anticipated that a 6-inch sewer connection line will be more than adequate to accommodate the flows from this facility.

Other

Electric, gas and communication facilities are all located in close proximity to the project site. As previously mentioned, these utilities will need to be extended to the proposed facility.

Grading and Drainage Improvements

Offsite Watershed Description

The general drainage patterns across the project area are from east to west. No offsite watersheds drain onto the site. The local City of Tucson Mabel Street Floodplain limits are within the Pima Community College Downtown Campus limits, but it does not impact this project site. No off-site drainage analysis will be included in this project.

The entire project lies within a FEMA Zone 'X'. Zone 'X', defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depth less than 1-foot or areas less than 1 square mile; and areas protected by levees from 1% chance flood." This hazard designation is considered minimal, and flood insurance is not federally mandated. The FEMA Flood Insurance Rate Map (FIRM) panel number is 04019C2276L, effective 6/16/11.

Onsite Drainage

Stormwater drainage for the project will be in accordance with the campus master plan and per the City of Tucson drainage design standards. The proposed grading and drainage concepts are still being evaluated, but historic drainage patterns will be maintained with this project. The existing Fortuna Inn & Suites encompassed the entire project site. This project will not increase the existing impervious area for the site. Therefore, retention will not be required for the project. However, the City of Tucson has requested that water harvesting basins with a maximum depth of 9-inches be utilized with this project. These basins will also help control stormwater runoff within the site.

Standards and Guidelines

The site and civil improvements will conform to the following amongst any others as deemed necessary:

- City of Tucson Development Services Code
- Pima Community College Design Standards
- Pima Association of Governments (PAG), Standard Specifications and Details for Public Improvements, 2015 Edition
- American Association of State and Highway Transportation Officials (AASHTO), A Policy on the Geometric Design of Highways and Streets, 6th Edition
- 2010 Americans with Disabilities Act (ADA) Guidelines for Accessibility

The Property

The Pima Community College Downtown Campus Transportation Center is located on the west side of Pima Community College's Downtown Campus at the corner of Helen Street and Alder Avenue.

Landscape

The entry plaza and walkway will connect the new educational buildings to the rest of the campus. New enhanced landscape will provide an amenity that will highlight the building entry and provide additional space for events such as car shows. The concepts for this space project the strong building geometry into the landscape. The intertwining of hardscape and landscape allows for the entry plaza to be utilized as a multi-use space. The entry plaza will feature a variety of planters, seat walls, and site furniture that create comfortable microclimates and informal gathering spaces. Seat walls are thoughtfully placed in the landscape to create outdoor rooms that provide areas for students to gather and study. Landscape beds of various sizes radiate through the site to break up hardscape, provide shelter, and create flexible parking spaces for car shows. The linear pathway design will draw people towards the building entry from the adjacent campus buildings. Landscape buffers to the north and south of the site provide additional landscape screening for neighbors, also providing a more enjoyable walking environment.

All portions of the development site not occupied by buildings, structures, parking areas, and loading and unloading areas shall be landscaped in accordance with Pima Community College's design standards. Plant materials will be comprised of native and near-native species adapted for full sun and low-water environments such as agaves, hesperaloes, and Texas rangers. These species will provide a variety of colors as well as unique textures and forms. Sizing of plant material will be as follows: all trees will be sourced as 15 gallon or 24" box, and all shrubs, accents and grasses will be sourced as 5-gallon containers unless otherwise appropriate and groundcover will be 1 and 3 gallon containers. The topdress shall be decomposed granite or screened rock. Hardscape materials will incorporate durable finishes such as sandblasted concrete to accommodate high traffic and provide textural contrast. Materials for seat walls, paving, and plant materials will compliment the character of the new building and campus, creating a cohesive environment for students and faculty to enjoy.

Irrigation

The new landscape irrigation system will be connected to a new landscape irrigation meter. The irrigation system will be designed to create an efficient system as outlined by the Irrigation Association and shall utilize PVC pipe and low-flow, self-flushing, pressure compensating drip emitters. The design of the irrigation shall be based on solar orientation and exposure and utilize separate zones for trees and shrubs.

LANDSCAPE CONCEPTS

CONCEPT A ANGULAR



NOTE: CARS TO FIT BETWEEN LANDSCAPE AREAS

LANDSCAPE QUANTITIES

- 15 GALLON TREES: 26
- SHRUBS: 50% OF LANDSCAPE AREA
- ACCENTS/GROUNDCOVERS: 25% OF LANDSCAPE AREA

NOTE: TO BE UTILIZED AS FLEXIBLE PARKING AT SPECIAL EVENTS



SCALE: NTS

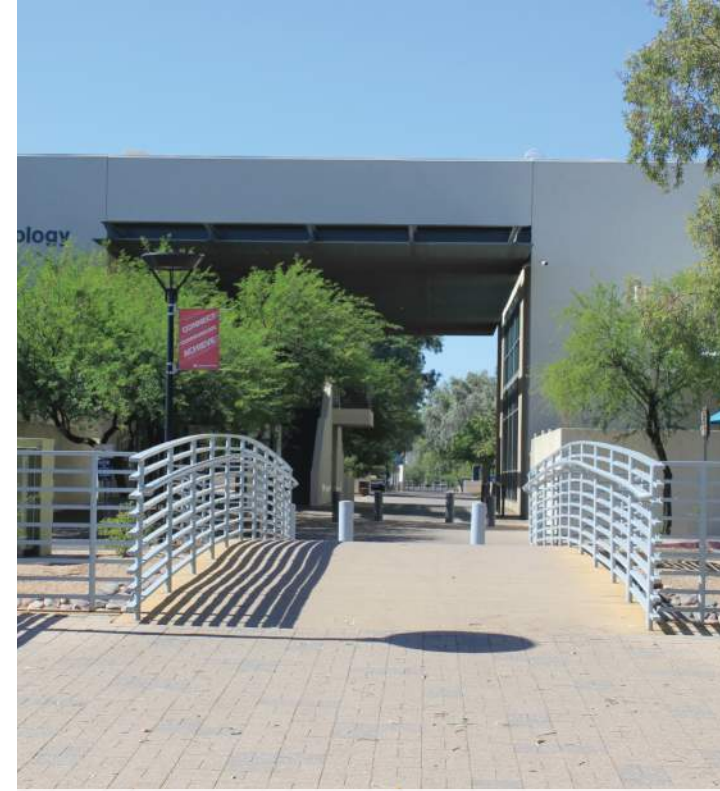
LANDSCAPE CONCEPTS



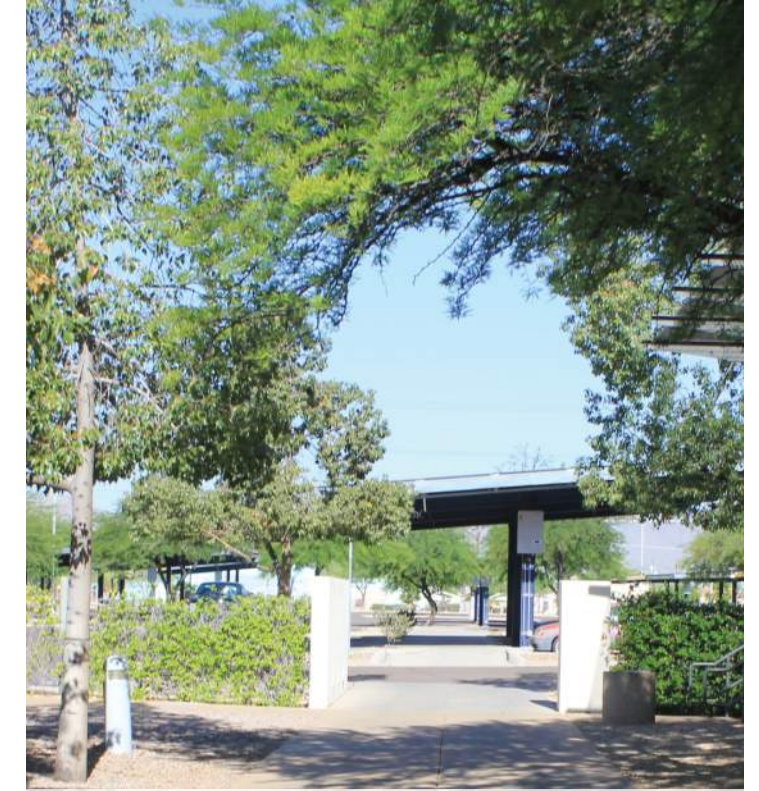
Linear Landscape Design Inspiration



Linear Landscape Design Inspiration



North Entrance on Campus with Bridge



Entryway on Campus with Vine Buffering



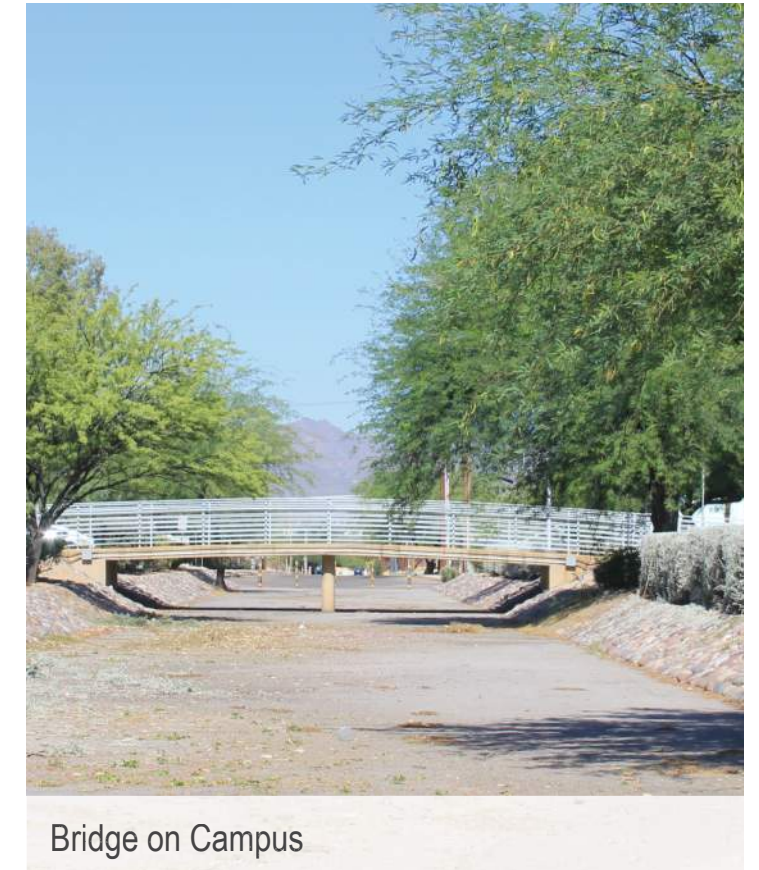
Radial Landscape Design Inspiration



Radial Landscape Design Inspiration



Seat Wall on Campus



Bridge on Campus

LANDSCAPE CONCEPTS



Pedestrian Light on Campus



Outdoor Room



Exposed Aggregate



Exposed and Broomed Concrete



Bike Racks on Campus



Courtyard Patio



Turf Pavers



Outdoor Room on Campus



Seat Walls



Compacted Decomposed Granite

LANDSCAPE CONCEPTS



Prosopis 'Leslie Roy'
Thornless Leslie Roy Mesquite



Leucophyllum frutescens
Texas Ranger



Caesalpinia pulcherrima
Mexican Bird of Paradise



Mascagnia macropterum
Yellow Orchid Vine



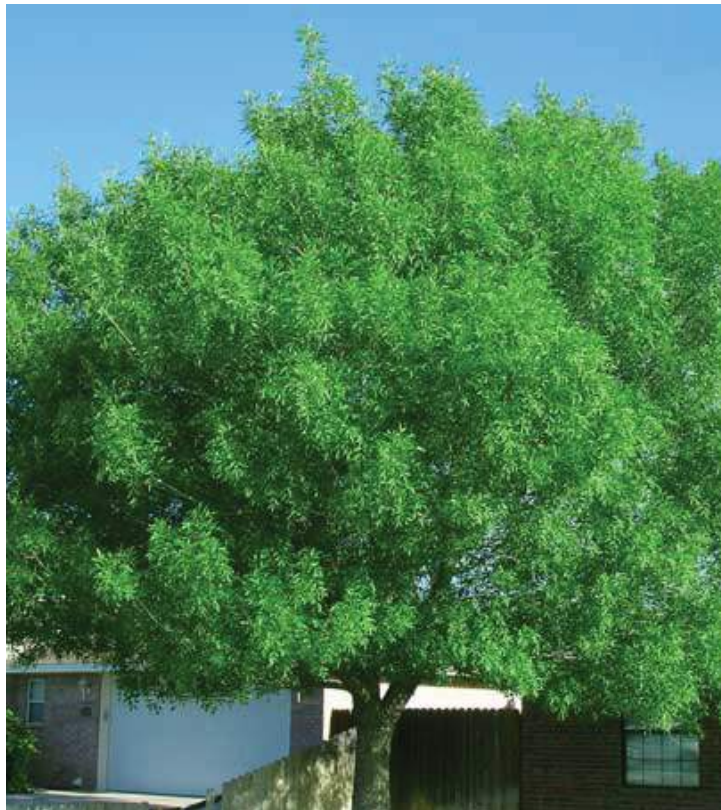
Herperaloe parviflora
Red Yucca



Agave weberii
Weber's Agave



Echinocactus grusonii
Golden Barrel Cactus



Fraxinus velutina
Fan Tex Ash



Lantana x 'New Gold'
New Gold Lantana



Muhlenbergia c. 'Regal Mist'
Regal Mist Muhly



Muhlenbergia rigens
Deer Grass

Exterior Walls

Garage Area:

The exterior walls are a R-20 thick composite insulated metal panels on a structural steel girt system. Panels are 36" wide, and pre-finished to a custom color to match Pima Community College's branding on interior and exterior surfaces. Basis of design for the metal panels is Versawall by Centria. Kal-Wall translucent panels utilized on the east, south, west, and north elevations to provide natural light in the space. Central East-West spine to have heavily tinted glazing in lieu of Kal-Wall.

From the level of finish floor to a height of 8'-0", 8"d x 8"h x16"l CMU will be used. CMU will be integrally colored, ground-faced with a smooth finish, and will be sealed. Basis of design for the CMU is Trendstone by Trenwyth Masonry.

Classroom / Office Area:

Exterior walls will be an Exterior Insulated Finish System (EIFS) on 6" metal stud framing. The required thickness of insulation will be determined to comply with energy conservation code standards. The finish coating will be a synthetic stucco. On the interior, walls will be finished with 5/8" painted gypsum board with a Level 4 smooth finish.



Floor Construction and Finishes

General notes:

-6" Slab-on-grade will be concrete over a vapor barrier system to be verified by the Geotechnical Engineering Report. At rooms with floor drains, such as the labs, toilet rooms, and other areas, the floor slabs will be sloped to the floor drains for positive drainage.

-Mezzanine floor to be concrete slab over steel deck with primary steel structural system and steel columns.

-Floor finishes will accommodate requirements for full accessibility by the disabled. Locations of floor finishes will be:

Garage Area:

Sealed Concrete: Odorless, clear, chemically-reactive penetrating liquid floor treatment of inorganic silicate or silicate materials. Coved wall base is 4" vulcanized rubber at locations of gypsum board walls. No wall base is required at locations of CMU veneer.

Classroom / Office Area:

Lobby / Gallery:

Floor: Ground / Sealed / Polished Concrete: Class C, Level 3 finish. Odorless, clear, chemically-reactive penetrating liquid floor treatment of inorganic silicate or silicate materials. Coved wall base is 4-inch-high vulcanized rubber.

Ceilings: Filtz Felt Akustika 10 Suspended 3'-2x 9'-9"x1/2", Color TBD. See ceiling plan for proposed layout

Misc: PROVIDE Signage for college 10x10 Led lit. Provide Vinyl Graphics at glass – colored & translucent full height & full width

Main corridor/ Commons:

Floor: Ground/ Sealed / Polished Concrete: Class B, Level 3 finish. Odorless, clear, chemically-reactive penetrating liquid floor treatment of inorganic silicate or silicate materials. Coved 4-inch high vulcanized rubber wall base.

Ceilings: Filtz Felt Akustika 10 Suspended 3'-2x 9'-9"x1/2", Color TBD. See ceiling plan for proposed layout

Classrooms:

Floor: \$32/yd carpet installed

Walls: One wall accent color, 2 walls Full height Vitruvan magnetic whiteboard walls

Ceilings: 2x2 Rockfon Tropic Act Ceiling with 9/16" grid

Misc: 3M dusted crystal VG on Classroom glass side lite & door

Offices:

Floor: \$32/yd carpet installed, Broadloom Carpet with 4-inch high vulcanized rubber wall base.

Walls: One wall accent color, 1 wall Full height Vitruvan magnetic whiteboard walls

Ceilings: Ceilings: 2x2 Rockfon Tropic Act Ceiling with 9/16" grid

Conference Rooms:

Floor: \$32/yd carpet installed

Walls: One wall accent color, One wall Full height Vitruvan magnetic whiteboard walls

Ceilings: Filtz Felt Akustika 10 Suspended 3'-2x 9'9"x1/2", Color TBD. See ceiling plan for proposed layout

Toilet Rooms:

Floor: Polished Concrete

Walls: All walls to receive \$8/SF porcelain tile with schulter coved base. Porcelain tile to be selected by architect. At locations where walls do not have tile on them, 4" bullnose porcelain tile wall base to match floor tile will be used.

Toilet partitions to be Stainless steel finish with concealed sightline panels.

Electrical equipment and IDF rooms, fire riser rooms, janitor closets, general storage rooms: Sealed Concrete: Odorless, clear, chemically-reactive penetrating liquid floor treatment of inorganic silicate or silicate materials. Coved wall base is 4-inch-high vulcanized rubber.

Entries: Low-profile surface applied walk off mats at all main circulation exterior doors.

Stairs:

Misc: Provide Vinyl Graphic Detail at Stair walls (\$10/SF)

Elevator:

Floor: LVT flooring \$6/SF material only

Walls: High Impact HPL Panels, Finish TBD

Ceilings: Stainless steel with LED lighting

Roofing System

- Roof will be 80 mil TPO over rigid roof insulation. Thickness of insulation will be determined, to meet energy conservation code standards.
- Central spine to have a continuously running sky-light along East/West access with heavily tinted glazing. Low profile curb edges at North and South perimeter.
- Roof Drainage: There will be internal roof drains and overflows. Overflows will daylight and internal roof drains will tie into underground storm drain piping.
- Roof accessories include but are not limited to: walk pads to all roof-top equipment, roof curbs/ equipment supports, roof hatches with aluminum safety railing systems, ladder over parapets as required.
- Warranty: 2 year Contractors/ 20 year manufacturer.

Windows

- Exterior windows and storefront/curtain wall will be double-pane insulated fixed glass in thermally broken aluminum frames.
- Insulated translucent sandwich panel daylighting in thermally broken frames will be integrated into the exterior garage wall system to provide daylighting into the space. Basis of design for these panels is 2-3/4" Wall System by Kalwall.
- Interior hollow metal frames of smaller window openings are 16 gauge, and frames of larger window-walls are 14 gauge. Door and window frames are 6 inches wide at 3⁵/₈-inch metal stud walls, 8¹/₄ inches wide at 6-inch metal stud walls.



-Windows in interior walls of offices, classrooms, and lobby are single pane, clear laminated or tempered safety glass.

Interior Walls

-Light-gauge metal studs with painted gypsum wallboard each side at non-load-bearing demising walls.

-Non-load-bearing demising walls between classrooms and support spaces in the air-conditioned spaces will be light-gauge metal studs with painted gypsum wallboard with a Level 4 smooth finish each side.

-Special door seals and a detailed weather barrier system in the wall assembly will be required to separate refrigerated spaces from evaporative cooled spaces.

-Demising walls between classrooms & offices will extend to the underside of the roof decking for acoustical privacy, with acoustical sound batts between the studs the full height of the wall.

-Walls in toilet room and wet walls at hand wash stations and drinking fountains will be finished with wall tile, full height to ceiling height.

-Interior stud walls at the corridor and labs will be high impact gypsum wallboard on metal studs, to the underside of the roof deck.

-At rooms that require fire resistance or smoke resistance, wall assemblies will comply with UL rated designs.



ARCHITECTURAL DESIGN NARRATIVE

Doors

-All doors that separate HVAC areas from Evaporative Cooled areas require exterior grade seals, drop weather seal, and threshold/sweeps.

-Exterior pedestrian doors and frames will be 16 gauge, galvanized hollow metal, reinforced for hardware, and chemically treated for maximum adhesion of field applied paint. Lobby entrance will be aluminum doors within the aluminum curtain wall system.

-Interior hollow metal pedestrian doors will be 18 gauge, hollow metal with hollow metal frames. Interior wood pedestrian doors will typically be solid-core wood-veneer doors with vision panels in 18 gauge hollow metal frames. Doors to offices and classrooms without sidelights and hallways will have 4-inch-wide x 20-inch-long glass vision panels. Doors at storage rooms, equipment rooms, toilet rooms and offices will be flush face with no vision panels.

-Pedestrian doors will be typically 3 feet wide by 7 feet high by 1³/₄ inches thick with full height doors at the main entrance.

-Threshold heights shall not exceed requirements for wheelchair use in accordance with the Americans with Disabilities Act Guidelines.

-Hardware will comply with Pima Community College Standards. Doors and frames shall have sound seals where required for sound attenuation, and smoke seals where required at fire- and smoke-rated doors. Kick plates will be provided on doors where appropriate.

-Overhead Coiling Doors will be painted steel electric operated coiling doors. Bollards will be located on both sides of doors.

-Where glass overhead doors are indicated Basis of Design is Overhead Door Co. Model 521. Aluminum doors, prefinished to match, electrically operated, doors to roll-up vertical wall surface (no 90 degree turn).

Ceilings

-Review ceilings specific to rooms in Floor Construction and Finishes section.

- Suspended ceilings will be 2' x 2" sound-absorbing, non-combustible, non-directional, fissured mineral fiber acoustical panels, with an adequate noise-reduction coefficient to reduce background noise. The lay-in acoustical panels will be suspended in an exposed, narrow t-bar grid system to allow access to utilities located above the ceiling. Ceiling heights will be determined.

-Metal roof deck will be exposed at the garage area.

-Epoxy painted, suspended water-resistant gypsum board ceilings at 9 ft. high will be provided at the toilet rooms.

-Type 'x' fire resistant ceilings will be provided at required storage rooms, elevator equipment and other rated locations.

Stairways and Elevator

- Steel framed stair system with concrete filled treads and aluminum nosing. Steel guardrail and stainless steel handrail.
- Twinpost above-ground 1-stage holeless hydraulic elevator, maximum capacity to be 2500 pounds. Elevator to have 3'-0" one speed side opening door on only the front side. Elevator cab to be finished with manufacturer's standard finishes, with the possibility of custom pattern cut into finish surface.

Painting

- Exterior and interior colors shall be selected by the Architect and approved by the Pima Community College. All interior gypsum board walls and ceilings, doors, frames, exposed roof framing and roof deck, exposed metal ductwork and metal trim shall be painted with low V.O.C. coatings that are lead-free and chromatic-free.
- High performance coatings- epoxy paint will be used in all moisture producing locations.

Sanitary Facilities

- The number of water closets, urinals and lavatories provided will be in accordance with the number of building occupants and type of building occupancy as determined from the 2018 International and Uniform Plumbing Code and the Pima County Health Department's requirements. Toilet room fixtures shall be distributed throughout the building. All restrooms will be sized and equipped for use by the physically disabled. Drinking fountains will be provided at public areas and office areas not having access to sinks.
- FRP wall panels will be used at wet locations in custodial rooms.

Noise Levels

- DLR Group recommends the separation of Conference Rooms, Corridors, Classrooms & Individual Offices: Rooms required to have acoustic controls will be separated from each other and other spaces by walls consisting of metal studs with $\frac{5}{8}$ -inch gypsum wallboard each side. The cavity space within the metal stud walls will be filled with full thickness sound attenuation batts to minimize sound transmission. These walls will extend full height from the floor to the underside of the roof deck above, and have a minimum STC rating of 46 to 48 at the Offices, and 48 to 50 at the Conference Rooms/Classrooms. The mechanical system to these rooms will have duct openings minimized, return air grilles sound booted and all wall penetrations sealed. Back-to-back electrical receptacles will be offset from each other approx. 12 inches. Doors will be fully gasketed.
- Acoustic panels will be utilized as needed based on acoustic evaluations
- Electrical Equipment rooms: All electrical transformers will be supported on separate concrete pads and vibration isolators.
- Classrooms and offices will be insulated from exterior vehicular traffic and pedestrian noise by the $\frac{1}{2}$ -inch air space within the double-pane insulated windows.

Building Insulation

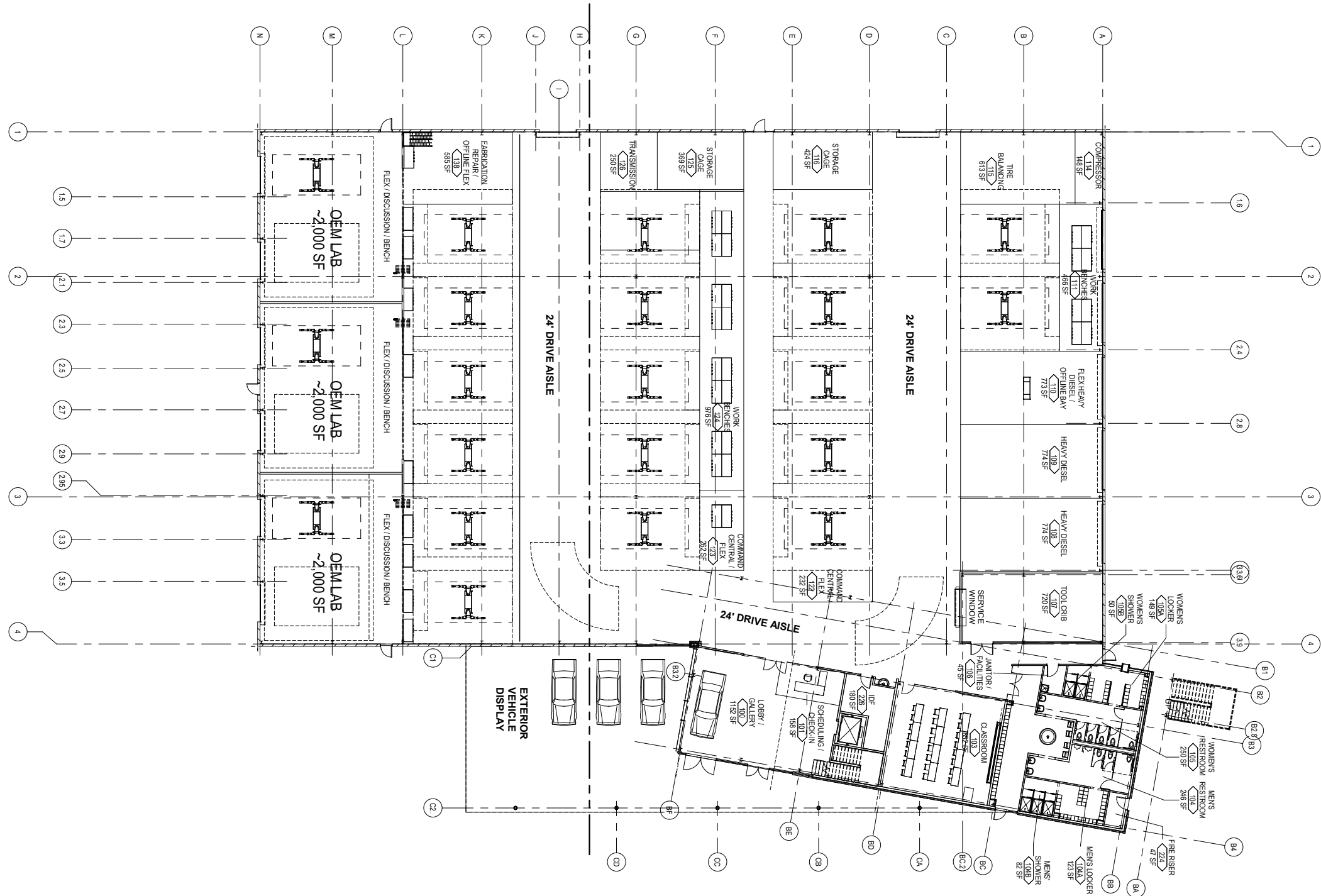
- Thermal insulation will be provided for building roof, walls and doors of type and fire resistance to comply with applicable code requirements. Thermal values of respective assemblies will be determined in accordance with the most current ASHRAE guidelines. The insulation materials shall not contain asbestos in any form.
- Windows will provide thermal insulation by means of the 1/2-inch air gap between the dual-panes.

Specialties

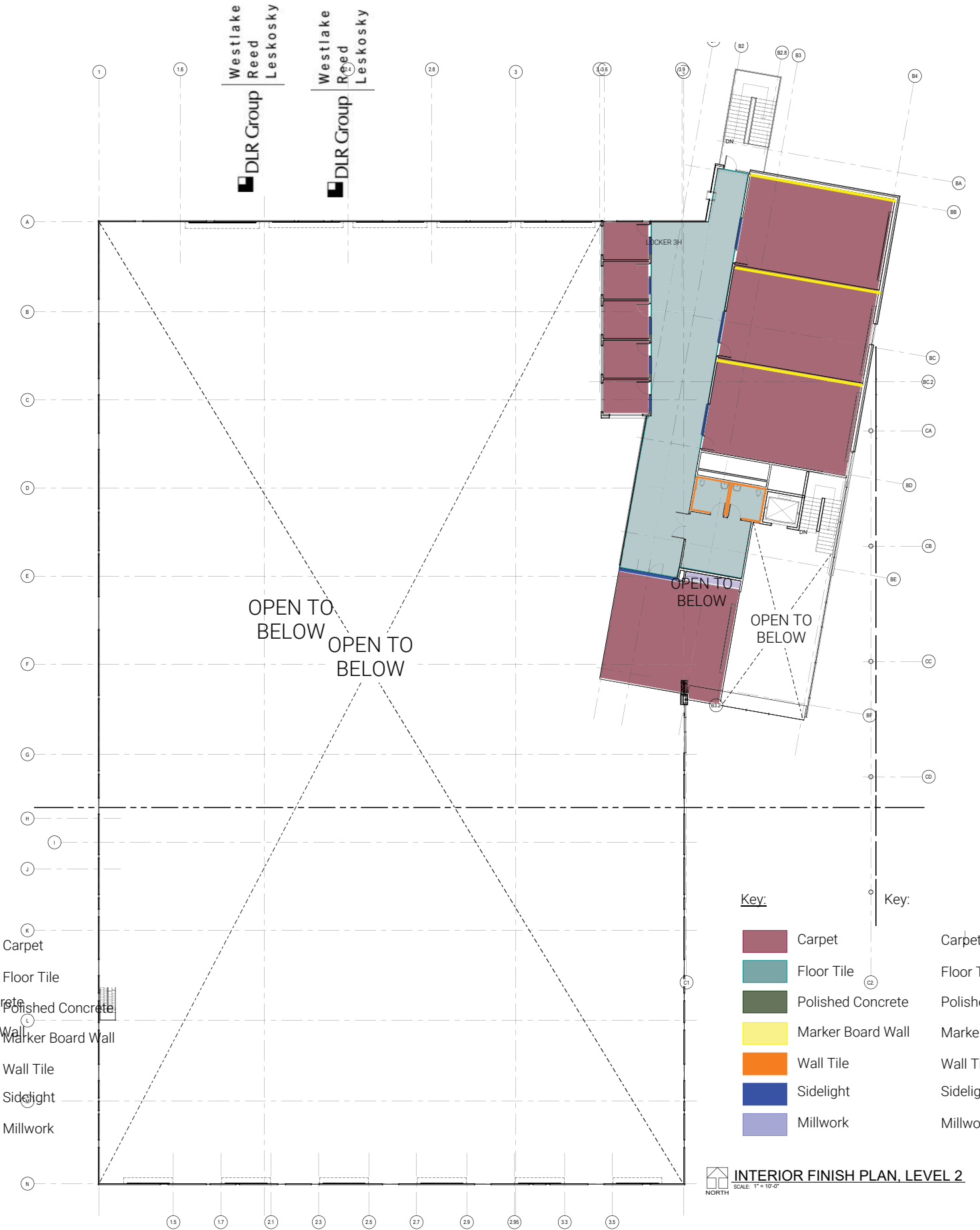
- Interior building signage will be designed to accommodate the visually impaired. All interior doors will have plastic plaques with the room name and/or number. Interior design locations will include painted supergraphics.
- Exterior building letters for fire department: Cast aluminum individual dimensional letters.
- Plastic laminate casework will be provided in the office area, receptionist counters, classrooms, and labs. Countertops will be solid surface.
- Restrooms will have solid-plastic polymer-resin toilet partitions with integral color finish. Restroom accessories include framed mirrors, and stainless steel disposal / dispenser units for toilet tissue, seat-covers, etc. Paper towel dispensers, waste receptacles and soap dispensers are Contractor Provided-Contractor Installed items.
- Ceiling-mounted projector supports, markerboards, visual display boards, projection screens and tackable wall surfaces will be provided at the Classrooms and conference rooms.
- Motorized roller window shades will be included at all exterior windows in classrooms. Interior privacy shades will be located at office and conference room windows.
- Wall Protection: Corner guards located through buildings at all gypsum wallboard corners. Surface mounted, stainless steel, height 7 feet.
- Column Protection: Column protectors to be located at all columns near drive aisles and Auto Bays. Surface mounted, high density polyethylene, height minimum 40 inches.
- Lockers: 12"x12"x36" lockers double-stacked. Lockers will be steel construction with open mesh front and ADA compliant lockers to meet requirements. Number of lockers to be determined
- Concrete filled steel pipe bollards shall be located at all exterior overhead doors. Bollards located at each side of interior and exterior of jambs, (4) bollards per overhead door.

-The following will be provided separately by the College as part of their FF&E and Technology budgets:

- o Loose furniture for the private and open offices / classrooms / labs
- o File cabinets and metal shelving
- o Printing and copying equipment
- o Technology equipment
- o Telephone and PBX equipment
- o Security equipment
- o Sound reinforcement equipment
- o Computers
- o Vending machines



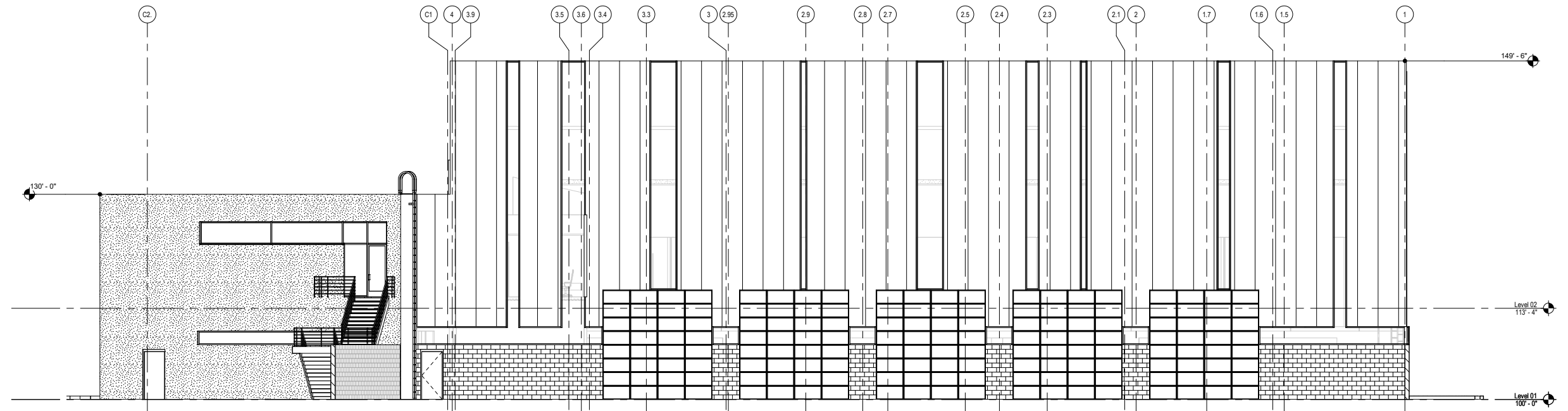
FINISH PLAN



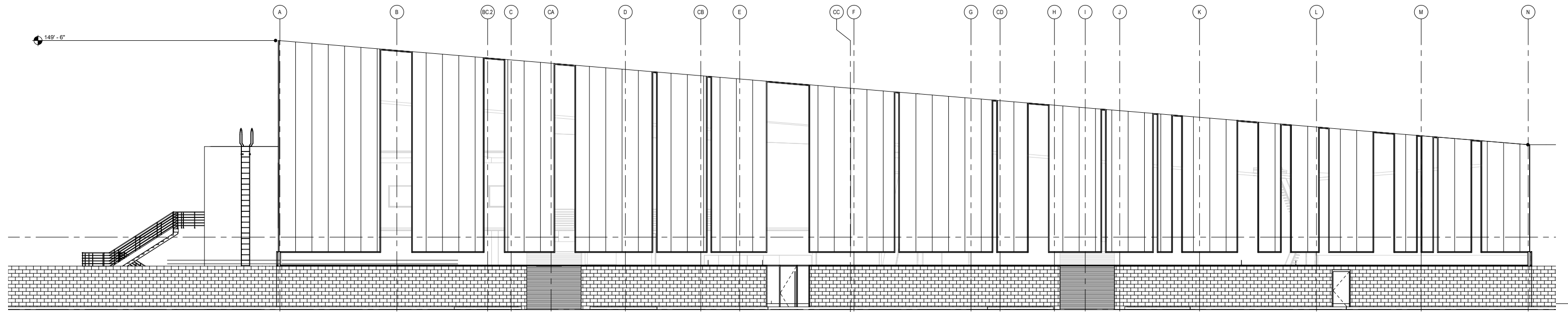
Westlake Reed Leskosky
DLR Group

Westlake Reed Leskosky
DLR Group

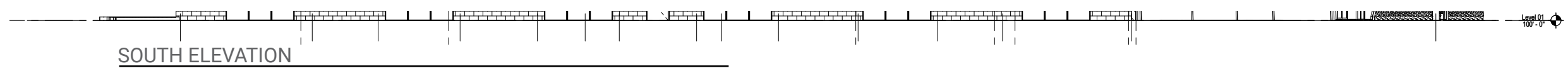
BUILDING ELEVATIONS



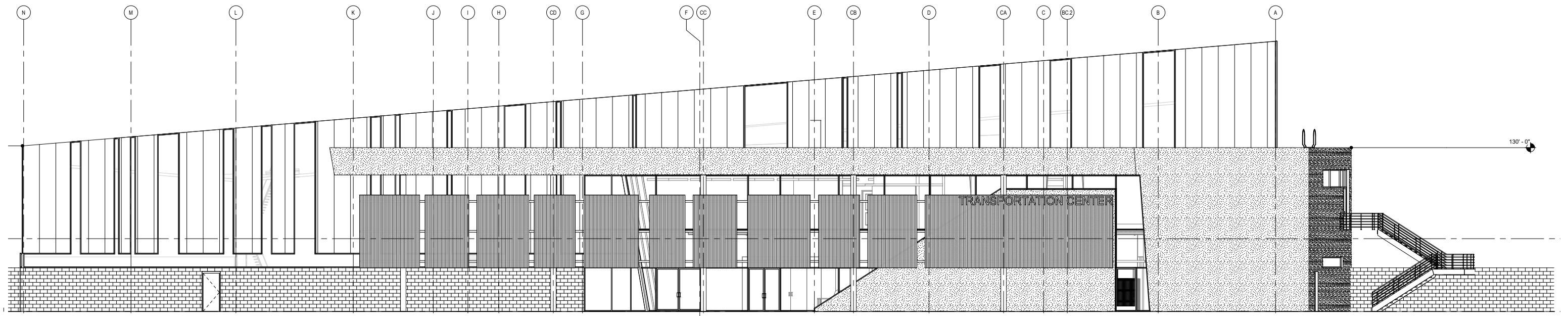
NORTH ELEVATION



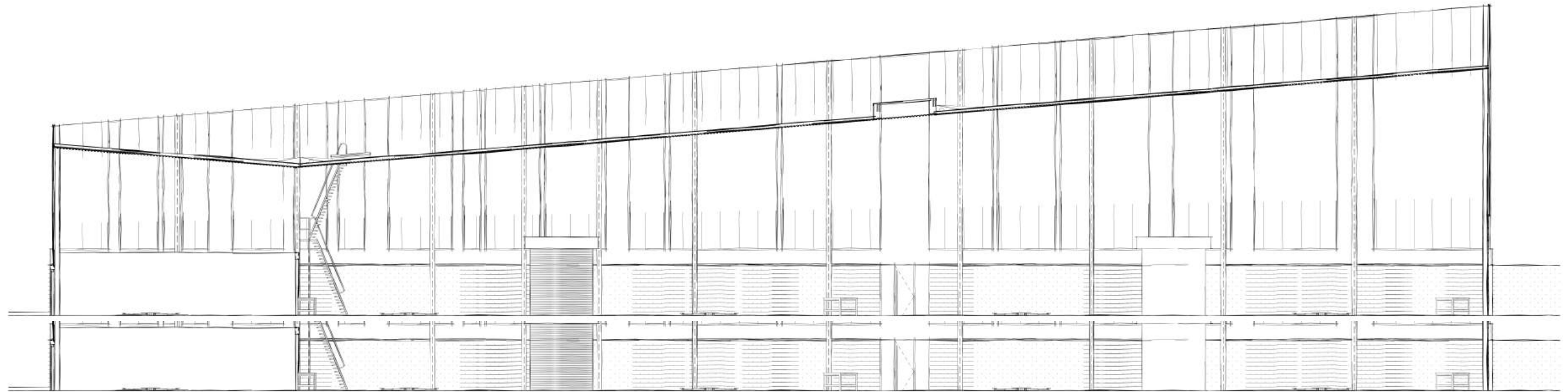
WEST ELEVATION



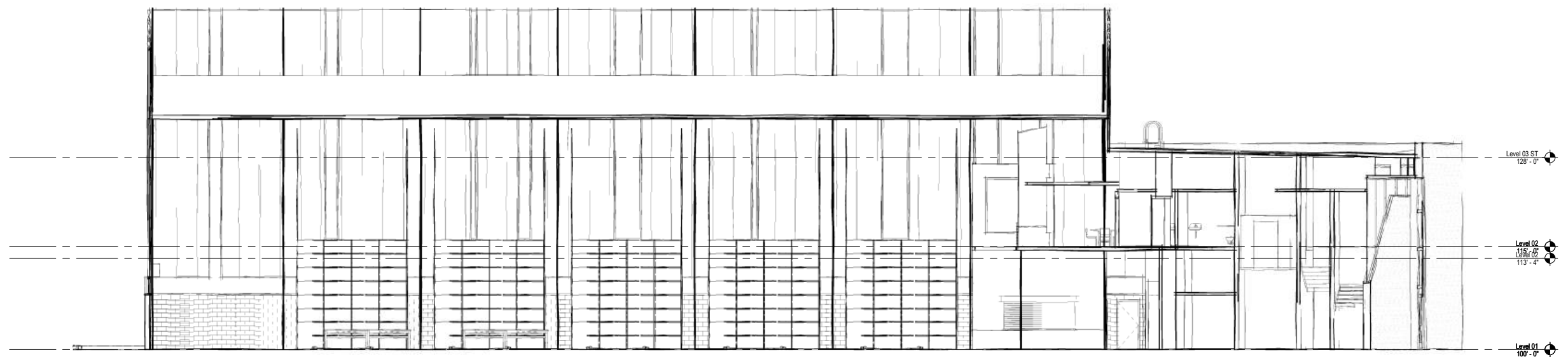
SOUTH ELEVATION



EAST ELEVATION



N/S BUILDING SECTION



E/W BUILDING SECTION



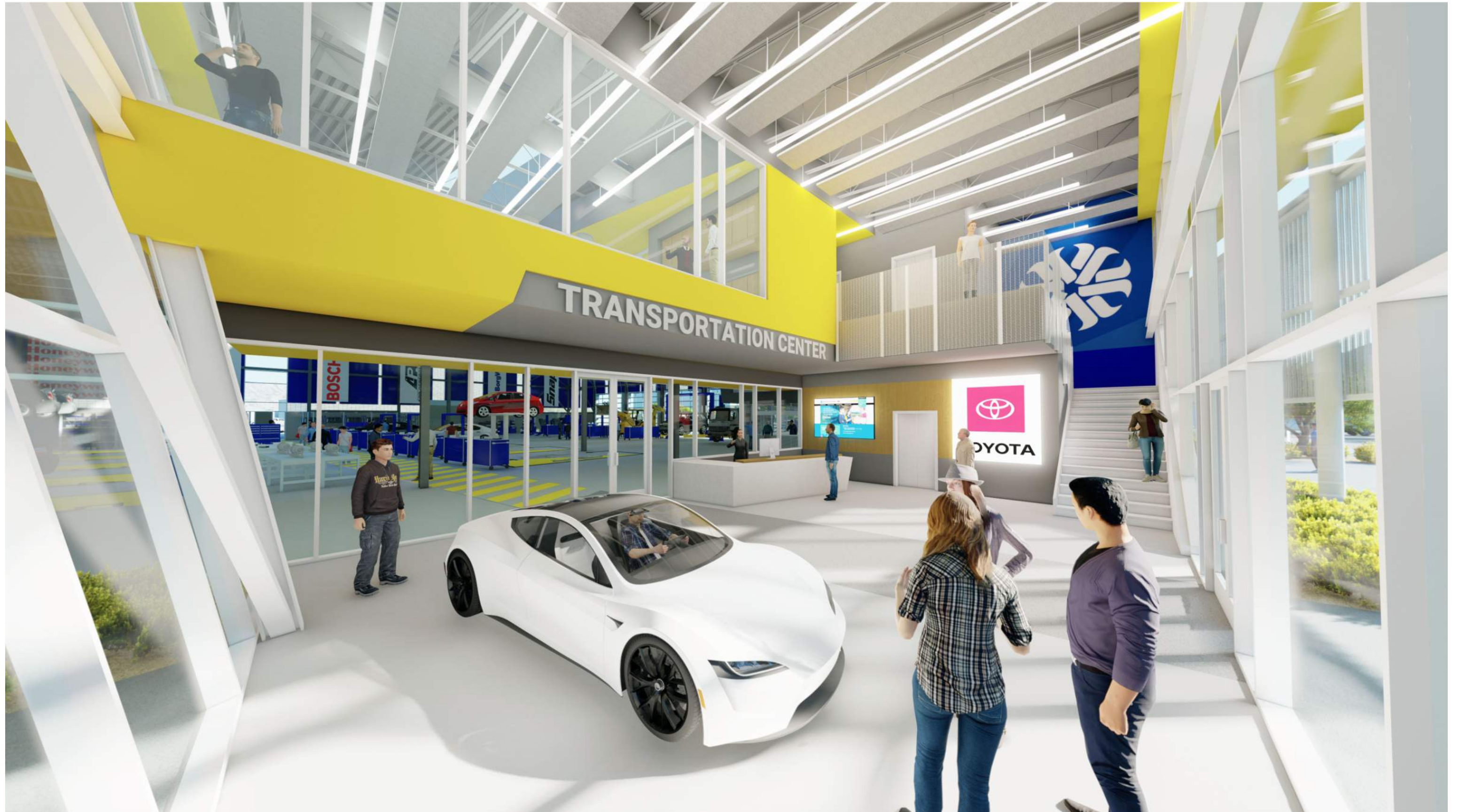




















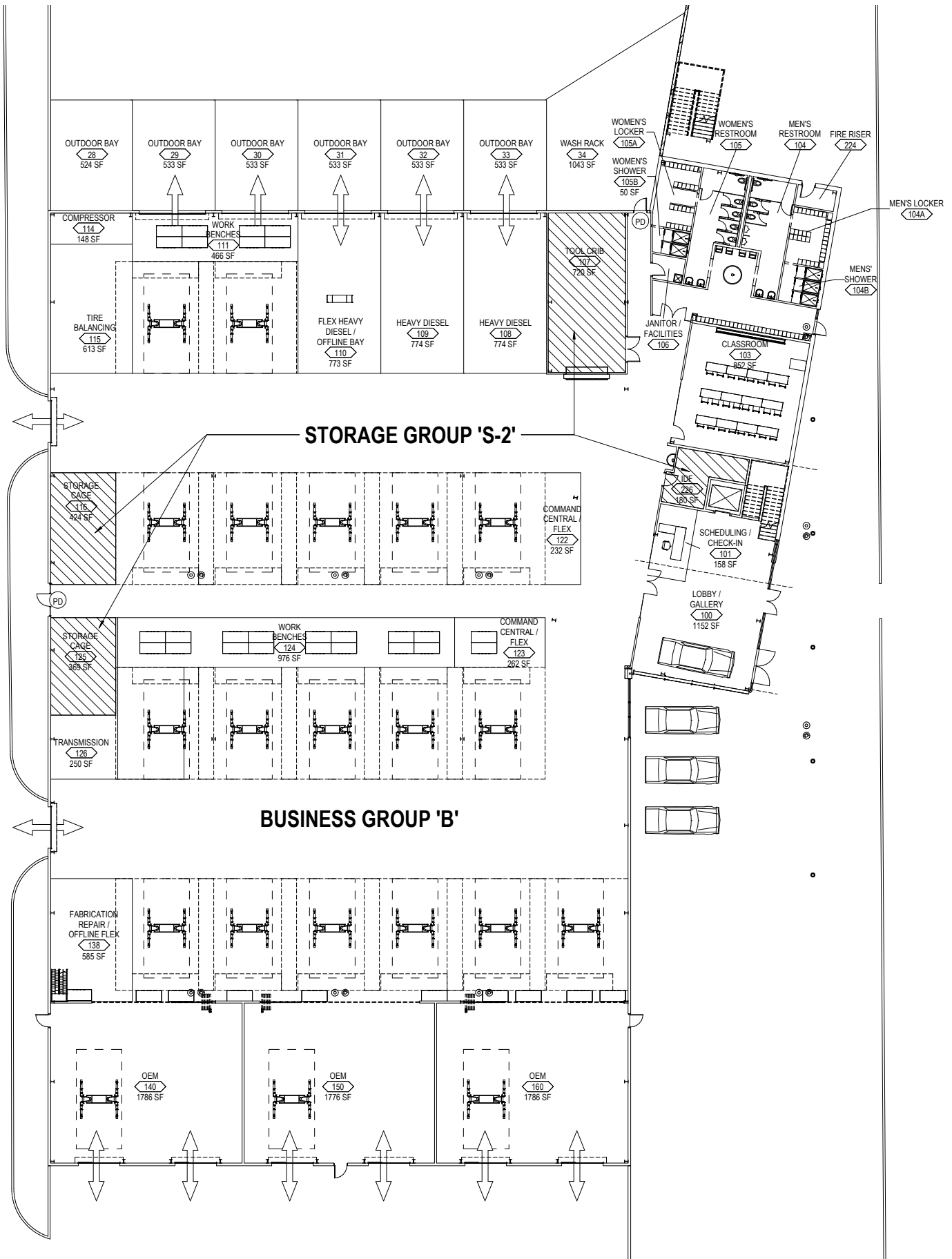




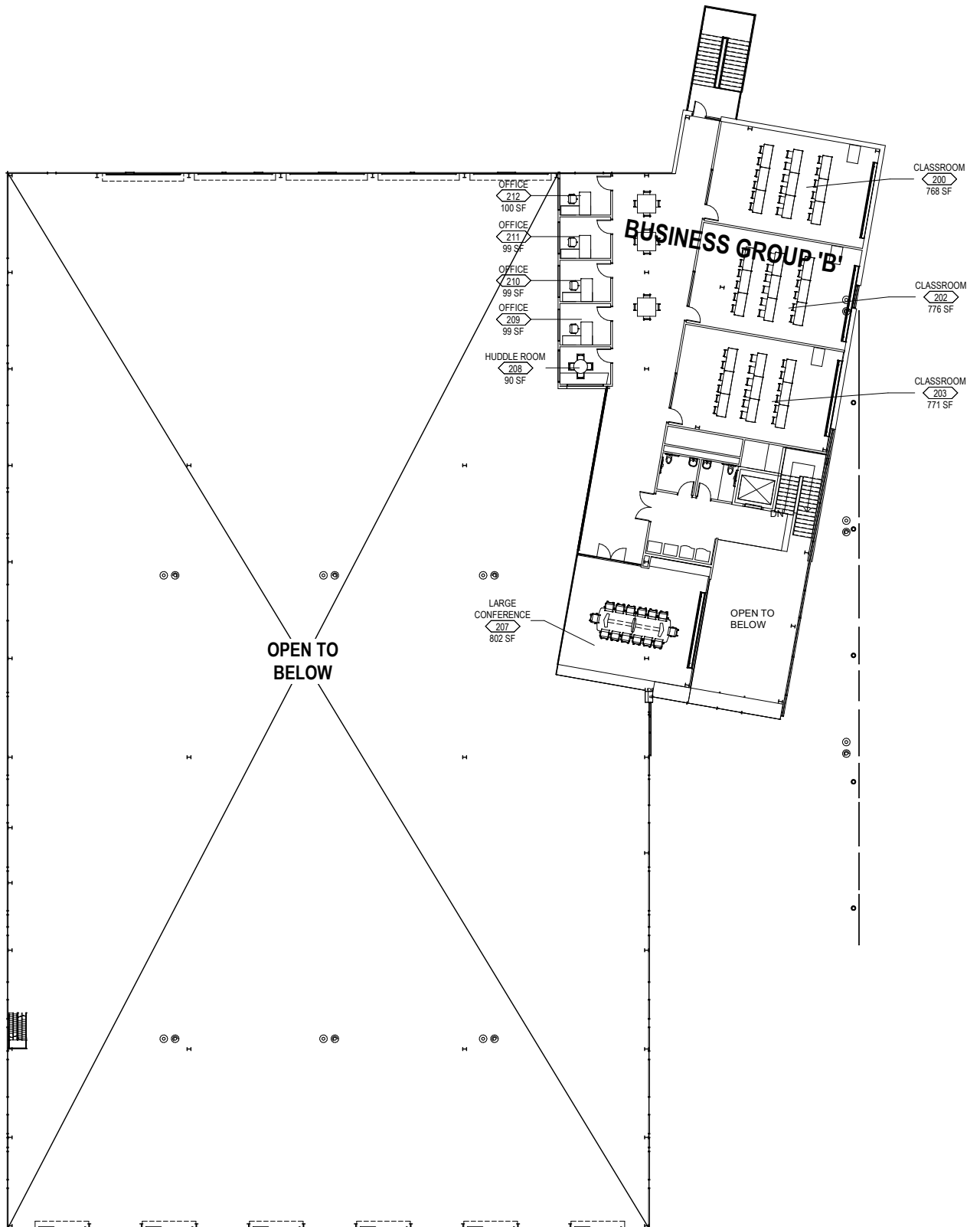




CODE PLAN - LEVEL 1



CODE PLAN - LEVEL 2



PIMA COMMUNITY COLLEGE – AUTOMOTIVE BUILDING

Applicable Building Codes and Standards:

2018 International Building Code + Amendments

2018 International Existing Building Code + Amendments

2018 International Energy Conservation Code + Amendments

2018 International Fuel Gas Code + Amendments

2018 International Plumbing Code + Amendments

2017 National Electrical Code + Amendments

2012 International Fire Code + Amendments

City of Tucson/Pima County Outdoor Lighting Code

ICC A117.1 – 2009 Accessible and Usable Buildings and Facilities (by reference)

BUILDING CODE ANALYSIS / REQUIREMENTS

New Construction:

New Transportation Center – 36,738 + 5,745 = 42,483 sf

Non-Combustible Canopy - 3,408 sf

TOTAL NEW CONSTRUCTION: 45,888 sf

BUSINESS GROUP B (Section 304)

Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional, or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not limited to, the following (limited to applicable):

Educational occupancies for students above the 12th grade.

STORAGE GROUP S (Section 311)

Storage Group S occupancy includes, among others, the use of a building or structure, or a portion thereof, for storage that is not classified as hazardous occupancy.

USE AND OCCUPANCY

Occupancy Classifications:

B: Business (this is the building's main occupancy)

H-X: High-Hazard (accessory to B)

S-2: Storage (accessory to B)

Occupancy Separation:

HEIGHT AND AREA:

Fire Protection:

Fully Fire-Sprinklered and Fire Alarmed

Construction Type: II-B

Occupancy Group B

Allowable Area – in accordance with Table 506.2, fully sprinklered, multiple story.

Group B: 69,000 sf

Building Areas

Area	Use	Allowable	Actual	Stories	Height
Trans. Center	B	69,000 sf	45,888 sf	2 (4 allowable)	49'-6" (75' allowable)

Building Heights

The allowable building height is 75 feet for Type II-B (Table 504.3, B Occupancy, Sprinklered).

The maximum number of stories is 4 stories for II-B (Table 504.4, B Occupancy, Sprinklered).

75 feet and 4 stories allowable maximum, 49'-6" and 2 stories actual.

FIRE PROTECTION SYSTEMS:

Automatic Sprinkler (IBC 903):

All buildings will be equipped throughout with an approved automatic sprinkler system in accordance with IBC 903.2.9.1 and 903.3.1.1.

Fire extinguishers will be within a 75 foot radius throughout the building (IBC Section 906)

Fire Resistance Rated Construction

Type II-B Fire Resistance Rating Requirements for Building Elements (hours):

Structural Frame	0 hr	IBC Table 601
Bearing Walls – Exterior	0 hr	IBC Table 601
Bearing Walls – Interior	0 hr	IBC Table 601
Walls – Exterior		IBC Table 602
1 hr: Distance <5'		
1hr: 5' < Distance < 10'		
0hr: 10' < Distance < 30'		
0hr: Distance > 30'		
Nonbearing Walls – Interior	0 hr	IBC Table 601
Floor Construction	0 hr	IBC Table 601
Roof Construction	0 hr	IBC Table 601

FIRE BARRIERS

Fire areas (Section 707.3.10)

Fire barriers separating single occupancy into different fire areas shall have a fire resistance in accordance with Table 707.3.10.

Fire Rated Corridors (IBC Table 1020.1)

Not required with Fire Sprinkler System for B Occupancies

CODE STUDY

MEANS OF EGRESS

Occupant Load Factors (Table 1004.5)

Storage Areas – 300 gross (1,649sf / 300) = 6 occupants

Business Areas – 150 gross (37,716 sf / 150) = 252 occupants

Classroom Areas – 20 net (3,118 sf / 20) = 156 occupants

Total Building Occupant Load: 414

Means of Egress Sizing (IBC 1005)

Doors: 0.15" per occupant in buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1 and an emergency voice/alarm communication system in accordance with Section 907.5.2.2 (IBC 105.3.2)

Minimum Number of Exits (IBC 1006.2.1)

Two exits from any space shall be provided if the occupant load exceeds one of the values in Table 1006.2.1, which is 49.

Minimum number of exits for Occupant Load 1-500 Occupants: 2 per story (Table 1006.3.2)

Egress through intervening spaces:

Exit through intervening spaces are only allowed where intervening areas are accessory to one another or a lesser hazard occupancy.

Exit Access Travel Distance: 300 feet – B Occupancy, Sprinklered. (Table 1017.2)

Panic Hardware

Egress

Continuity (Section 1005.4)

The capacity of the means of egress required from any story of a building shall not be reduced along the path of egress until arrival at the public way.

PLUMBING CALCULATION

Business: (Table 2902.1)

258 Occupants (129 male; 129 female)

Water Closets:

129 male (/25 for first 50, /50 for additional beyond 50) = 4

129 female (/25 for first 50, /50 for additional beyond 50) = 4

Lavatories:

129 male (/40 for first 80, /80 for additional beyond 80) = 4

129 female (/40 for first 80, /80 for additional beyond 50) = 4

Education: (Table 2902.1)

156 Occupants (78 male; 78 female)

Water Closets:

78 male (/50) = 2

78 female (/50) = 2

Lavatories:

78 male (/50) = 2

78 female (/50) = 2

Total Water Closets required: 6 male & 6 female (**provided**)

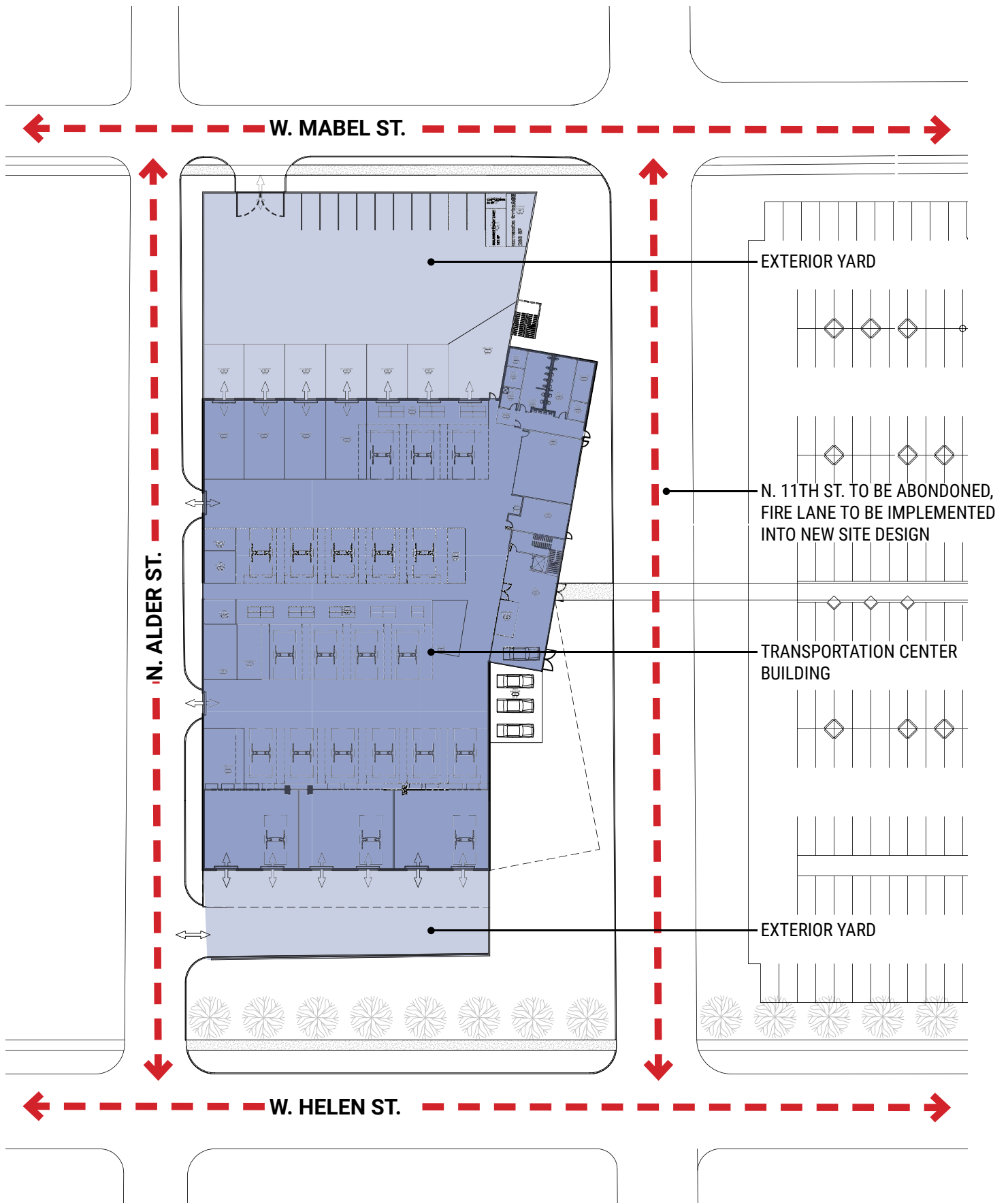
Total Lavatories required: 6 male & 6 female

(washfountain provided with up to 8 simultaneous users and two lavatories per restroom to comply with code)

Drinking Fountains:

414 occupants /100= 5 required 1 Service Sink required

FIRE ACCESS



Climate

TEMPERATURE

The automotive building is located in ASHRAE Climate Zone 2B, experiencing a hot and dry summer. The summer is most dominant (May- October); requiring the design to minimize cooling energy use.

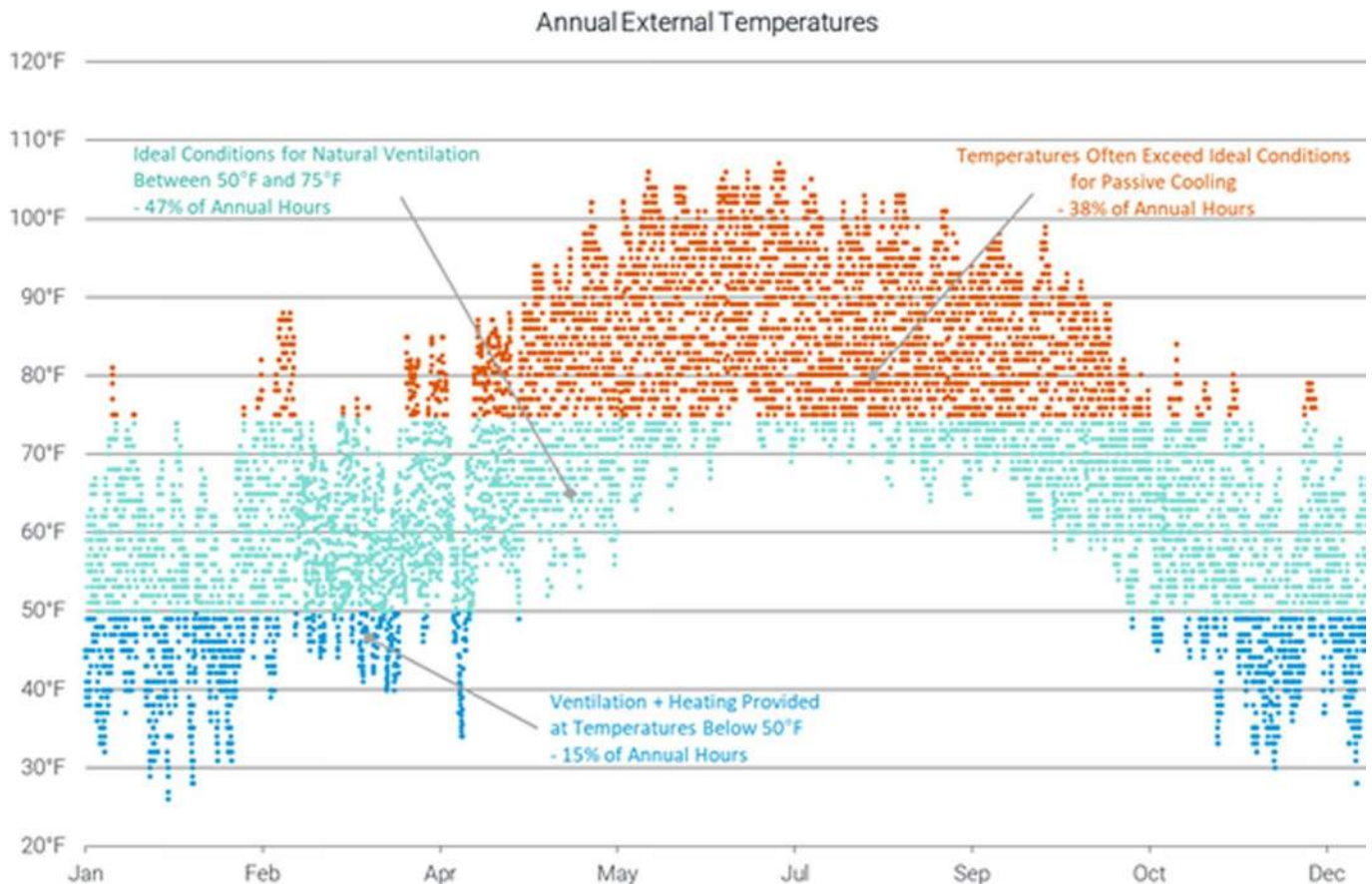
The winter season is mild, without extreme low temperatures. The temperature varies from 26 °F in the winter month of February and up to 107 °F during the summer months.

Heating degree days, HDD (65.0) = 1083

Cooling degree days, CDD (55.0) = 6927

There is a substantial portion of the year with moderate temperatures that are favorable for natural ventilation. Approximately 45% of the yearly temperatures are between 50- 75°F. HVAC design should emphasize efficient cooling systems and where possible provide methods to take advantage of the prevailing winds for natural ventilation.

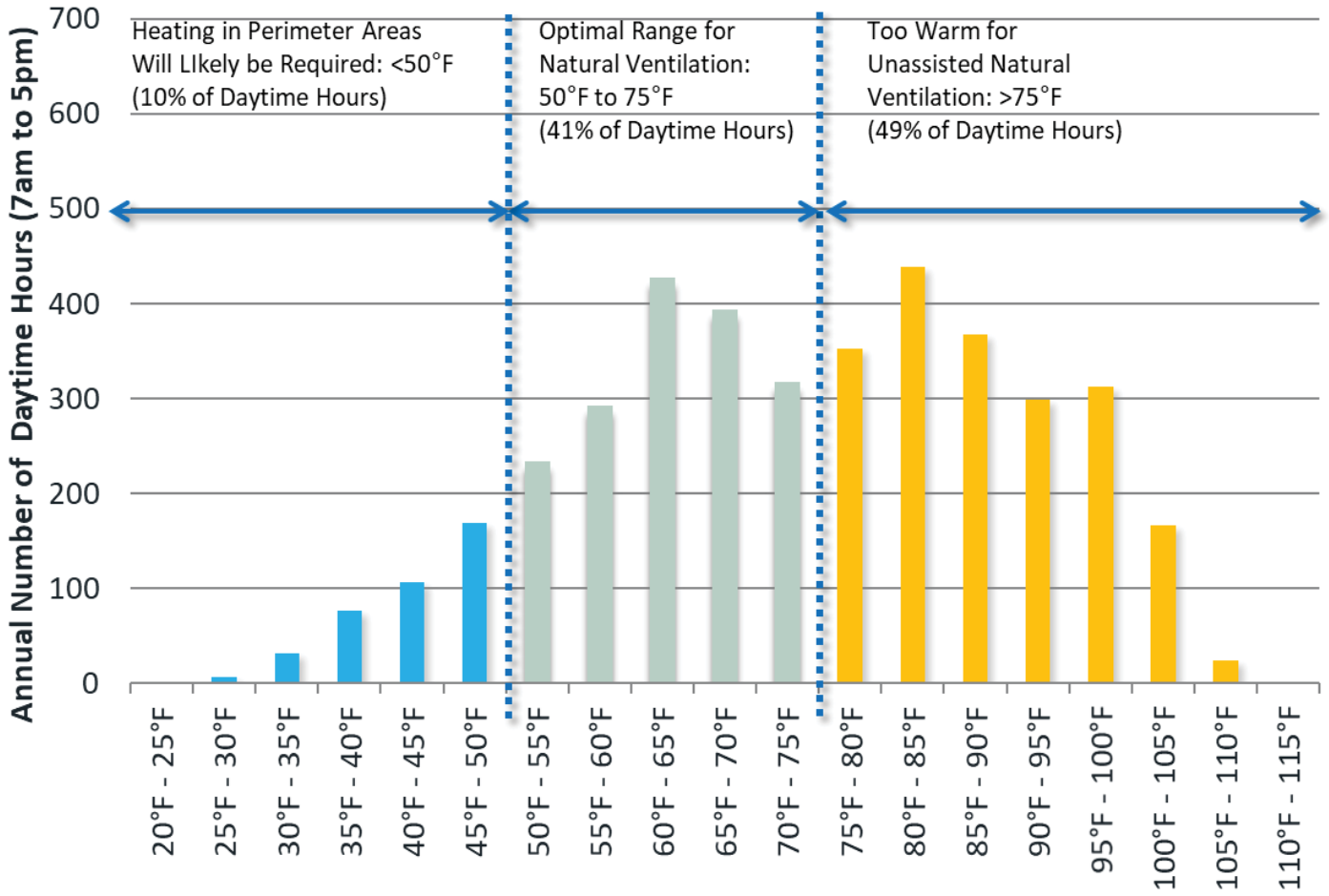
SITE TEMPERATURE RANGE



SUSTAINABILITY NARRATIVE

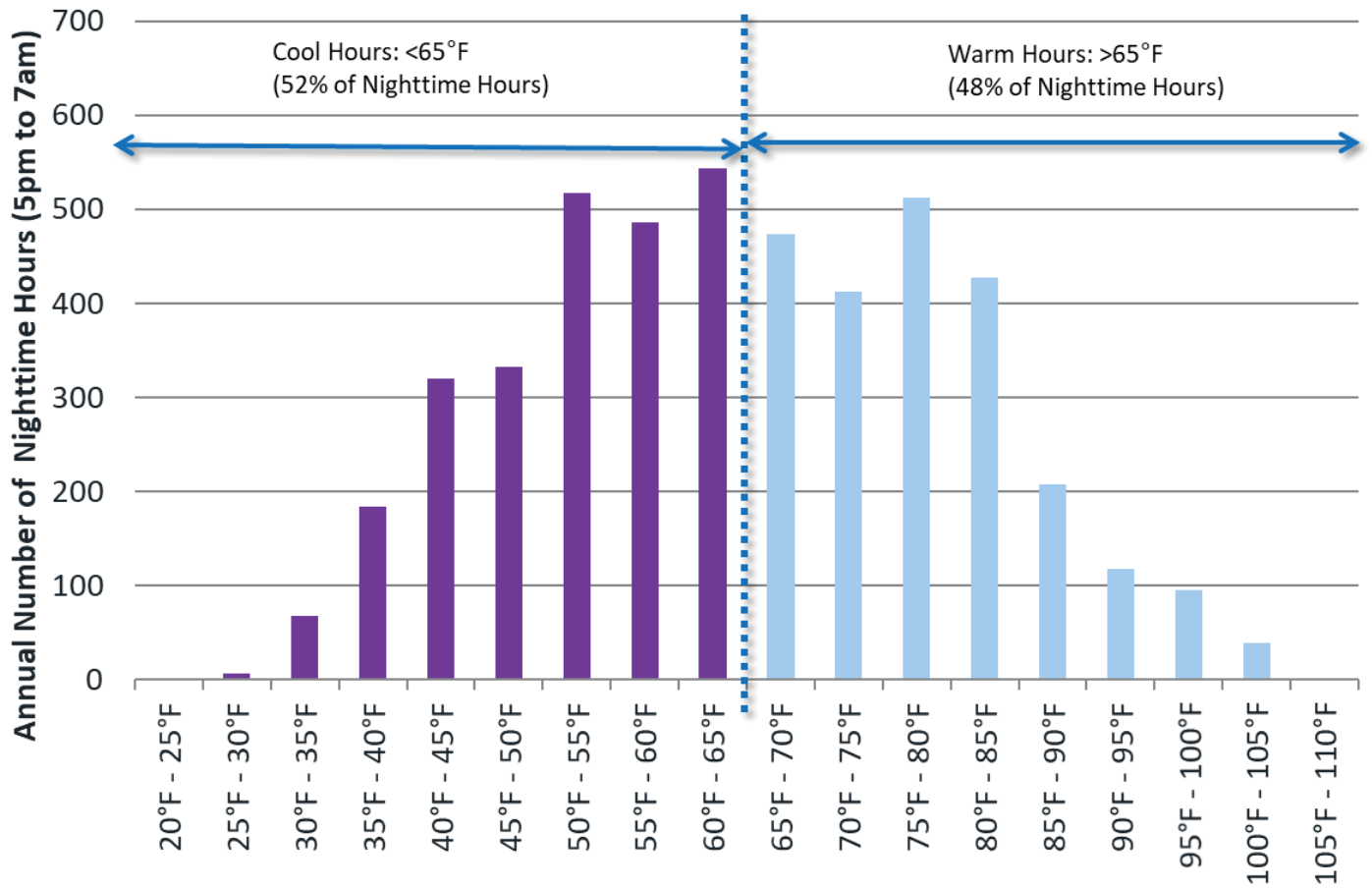
SIGHT TEMPERATURE FREQUENCY

Frequency of Daytime Temperatures in Tucson



SIGHT TEMPERATURE FREQUENCY

Frequency of Nighttime Temperatures in Tucson

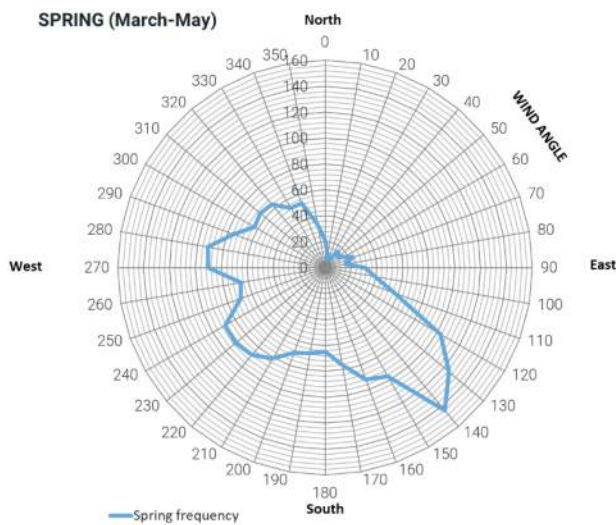


Winds

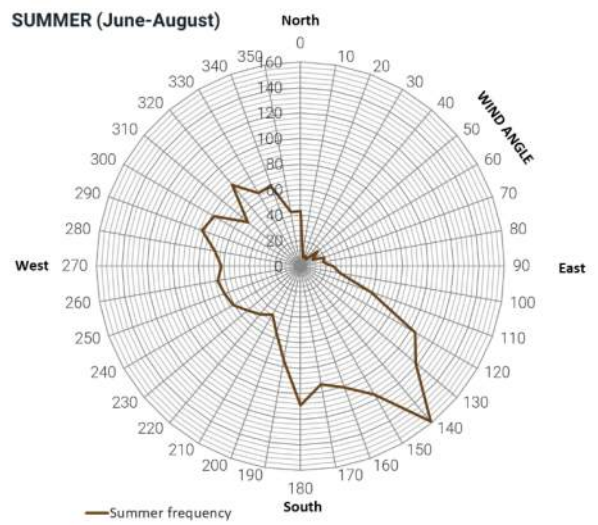
Both the winter and summer prevailing winds are from the South East, with mild speeds predominantly in the 5 to 10 MPH range. The consistent wind pattern provides a potential for naturally ventilating the building during the spring and fall seasons.

WIND DIRECTIONS

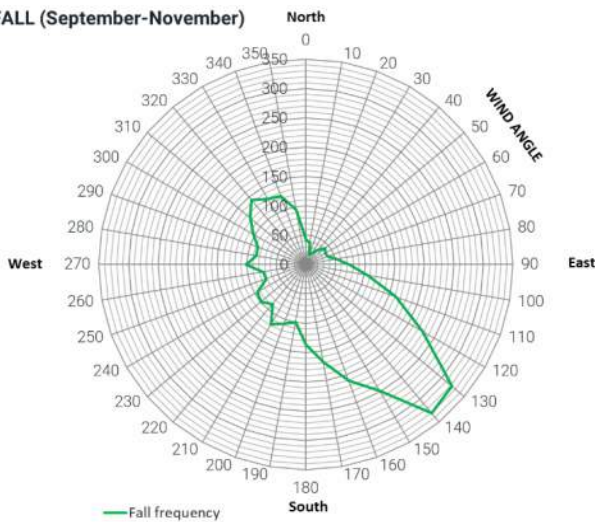
SPRING (March-May)



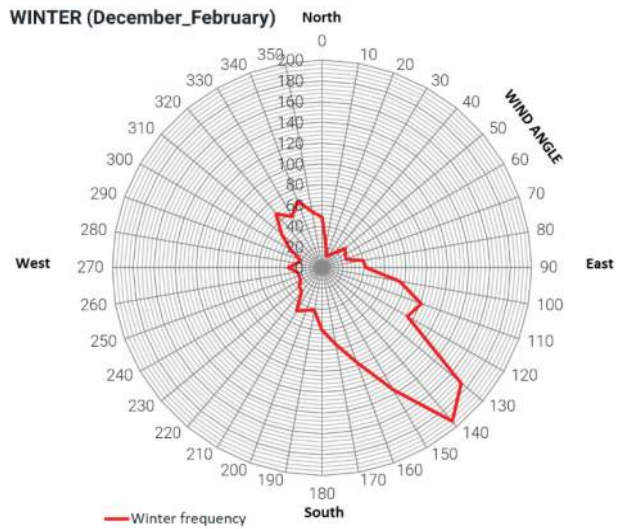
SUMMER (June-August)



FALL (September-November)

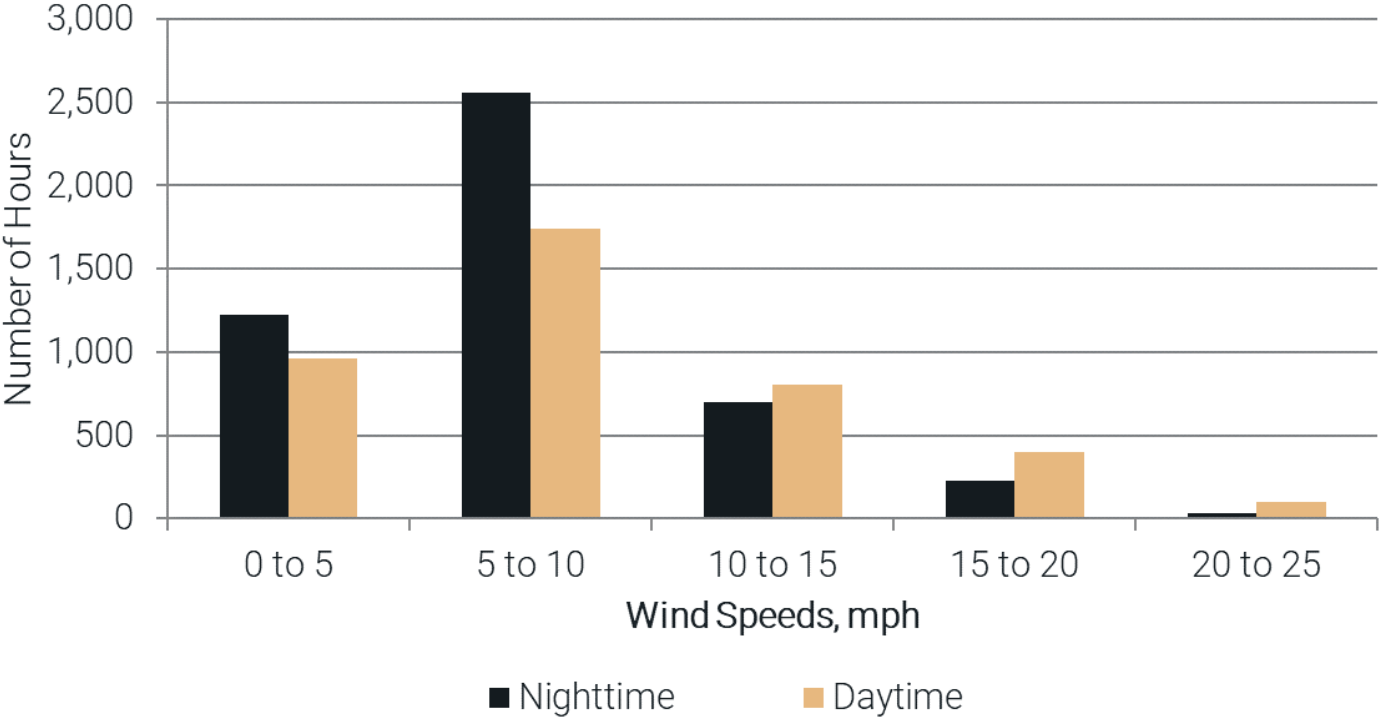


WINTER (December-February)



WIND SPEEDS

Wind Speed Frequency - Daytime vs Nighttime

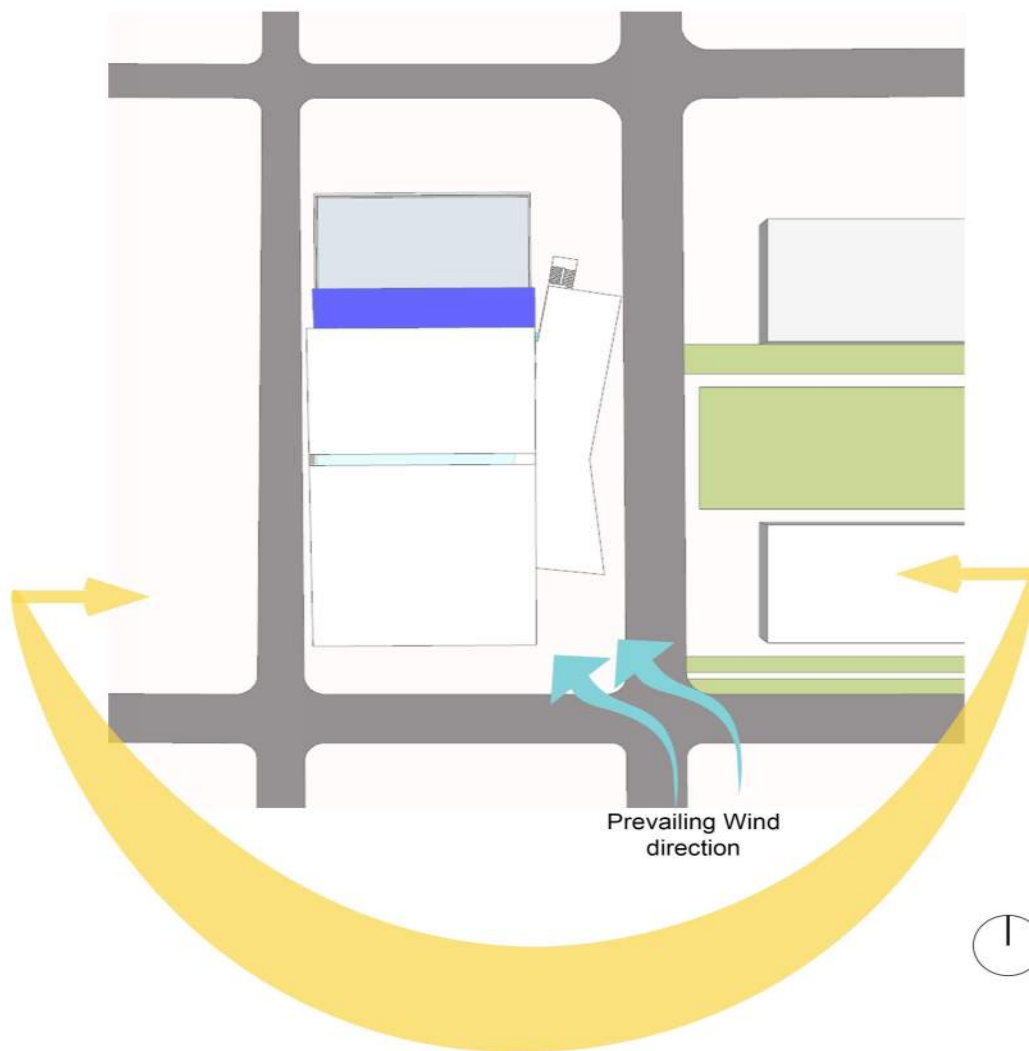


Building Position and Shape

Ideally the building would be positioned to induce a cross flow of the winds through the building when outdoor conditions are favorable. Due to the location and positioning this is not possible. However, as the building sits on the site there is a good opportunity to introduce South East winds into the southern portion of the building and exit to the North. The building shape with the higher volume to the North will aid in that flow through the building.

The slope of the building roof to the North facilitates locating photovoltaic solar panels on the South facing roof and provides the opportunity for daylighting from the North exposure.

BUILDING POSITION ON SITE



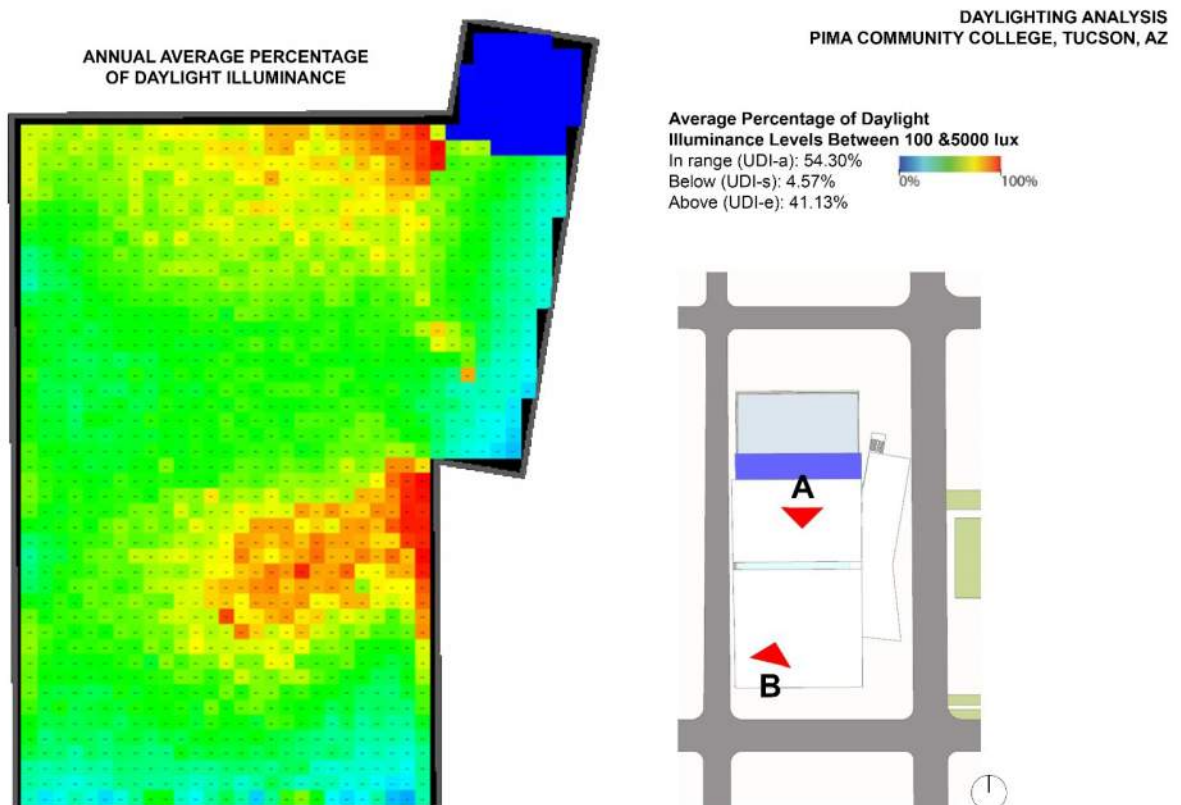
Daylighting

Preliminary daylighting studies were performed during the development of the building form to help the design team understand the effects of placement and size of daylighting elements. The results are shown below. This process of using daylighting studies to help inform the design team will continue as the design develops.

Annual daylighting analysis has been performed using Uniform daylight illuminance (UDI) as the study matrix.

Useful Daylighting Illuminance (UDI) is the average percentage of daylight illuminance levels between 100 and 5000 lux. The aim is to maximize the values within this range.

PERCENTAGE OF DAYLIGHT ILLUMINANCE

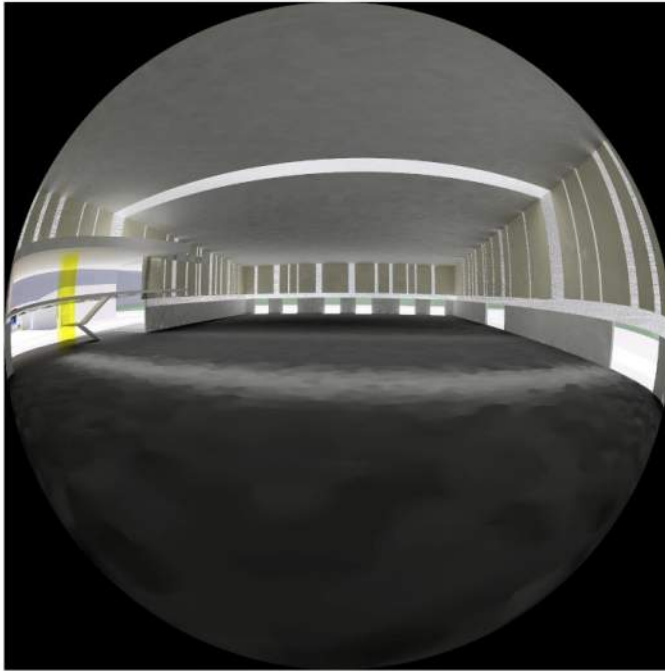


SUSTAINABILITY NARRATIVE

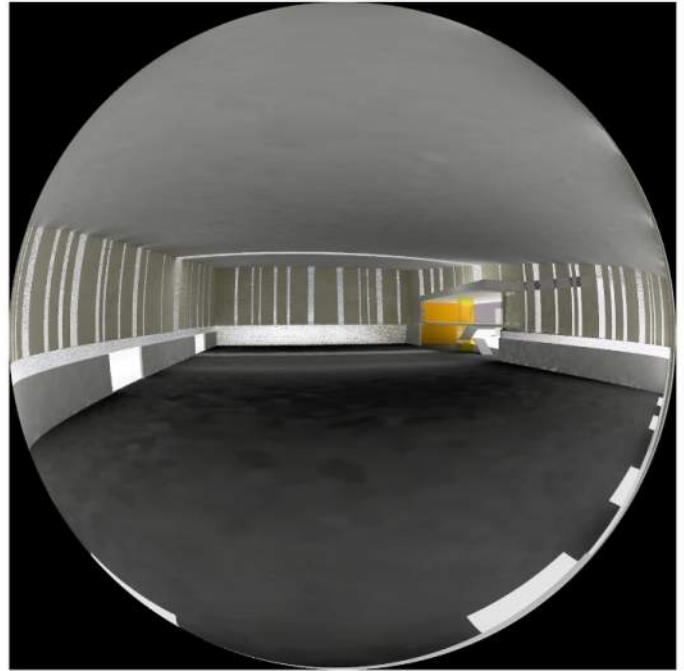
POINT IN TIME INTERIOR IMAGES FOR SEPTEMBER 21ST, 12PM

CLEAR SKY CONDITIONS

DAYLIGHTING ANALYSIS
PIMA COMMUNITY COLLEGE, TUCSON, AZ



VIEW A



VIEW B

Applicable Building Codes and Design Loads

I. CODES AND DESIGN LOADS

A. Applicable Codes

1. 2018 International Building Code with City of Tucson Amendments
2. Material Codes
 - a. ASCE 7-16 "Minimum Design Loads for Buildings and Other Structures"
 - b. ACI 318-14 "Building Code Requirements for Structural Concrete"
 - c. AISC 360-16 "Structural Steel Specification & Commentary"
 - d. TMS 402-2016 "Building Code Requirements for Masonry Structures"
 - e. AISI S100-12 "North American Specification for Design of Cold-Formed Steel Structural Members"

B. Building Risk Category

1. Designated as Risk Category II –All buildings and other structures except those listed in Risk Categories I, III & IV

C. Design Loads

1. Roof Live Load:
 - a. 20 PSF (Reducible)
2. Roof Dead Load:
 - a. 25 PSF (Typ UNO)
 - b. 30 PSF Garage - High Bay includes 5 psf allowance for future photovoltaics.
 - c. Weight of mechanical units
3. Roof Rain Load:
 - a. Rainfall rate I = 3 in/hr
4. Floor Live Load:
 - a. 80 psf (Typ UNO, includes 15 psf partition load – Reducible)
 - b. 100 PSF (Stairs, Exit Ways, Balconies)
 - c. 125 PSF (Storage)

STRUCTURAL NARRATIVE

5. Floor Dead Load:
 - a. 95 PSF

6. Lateral Loads:
 - a. Wind Load: 110 MPH Basic Wind Speed, Exposure C
 - b. Seismic: $S_s = 27\%$, $S_1 = 8.3\%$. Soil Site Class D (Assumed).
 - Seismic Design Category B

D. Material Properties

1. Reinforcing
 - a. Standard A615 deformed $F_y = 60$ KSI
 - b. Low Alloy A706 deformed (welded) $F_y = 60$ KSI
 - c. Welded Wire Fabric $F_y = 60$ KSI

2. Cast-In-Place Concrete
 - a. Foundations $f'_c = 3,000$ psi
 - b. Slab-on-grade $f'_c = 3,000$ psi
 - c. Slabs-on-metal deck $f'_c = 3,500$ psi
 - d. Walls $f'_c = 3,000$ psi

3. Steel
 - a. Steel Wide Flange $F_y = 50$ KSI
 - b. Steel Tubing $F_y = 46$ KSI
 - c. Steel Pipe $F_y = 42$ KSI
 - d. Miscellaneous Steel $F_y = 36$ KSI

4. Cold Formed Steel
 - a. Structural Sections (33, 43 mil) $F_y = 33$ KSI
 - b. Structural Sections (54-97 mil) $F_y = 50$ KSI

E. Delegated / Deferred Design Components

1. Steel Joists
2. Stairs, Handrails and Guardrails
3. Cold-Formed Metal Framing (Section 05 4000)

II. STRUCTURAL SYSTEMS

A. Primary Steel Structure

1. Vertical Load System:

a. Roof Framing:

- Roof framing to consist of 1 1/2"x20 ga. metal roof deck on steel joists spaced approximately 6'-0" OC. Joists will be supported by wide flange girders and column framing.
- Roof openings are anticipated for mechanical equipment and roof drain openings. Openings will be sub framed with secondary steel members for equipment loads and deck support. Units will be located a minimum of 10'-0" from roof edge to allow for proper clearances.
- High bay roof structure will be sloped at 1:12 consistent with architectural roof drainage plans. Lower roof structure will be slope at 1/4:12 min. Roof drainage anticipated to consist of interior primary and overflow drains.

b. Floor Framing

- Floor framing to consist of 3" concrete topping with 6x6 – W2.9xW2.9 WWF on 3"x20 gauge composite metal deck and composite wide flange purlin beams spaced approximately 8'-0" oc. Purlin beams will be supported by composite wide flange girders and column framing.
- Floor openings are anticipated for mechanical shafts and will be sub framed with secondary steel members. Coordination of plumbing and electrical conduits will be required to avoid interference with floor framing and slab reinforcing.
- Supplemental reinforcing in concrete topping is anticipated at girder lines and diaphragm boundaries.

2. Lateral Load System

- a. The roof deck and the floor slab will be designed as a diaphragm transferring wind and seismic loads to concentrically braced steel frames. Braced frame profiles may consist of "X", chevron, diagonal or combination thereof dependent upon the building layout. Diagonals are anticipated to consist of welded HSS (round or square) and gusset members.
- b. Braced frame foundations are anticipated to consist of combined strap footing with bottom shear keys at each column to help resist frame overturn and sliding forces.

B. Exterior Wall and Soffit Framing

1. Classroom / Office Area:
 - a. Exterior wall and soffit framing will consist of 6" non-bearing, cold formed metal framing with sections of curtain wall glazing system. (Delegated design / Deferred Submittal)
 - b. Exterior wall framing to be either foundation supported or suspended from structure.
 - Where foundation supported, wall framing to extend full height to parapet with vertical slip connections at floor and roof connections.
 - Where suspended from structure, wall framing to be supported with fixed connections at floor or roof framing and laterally braced back to adjoin structure with light gage framing members
 - Openings to be framed with conventional header and sill sections spanning to built-up jamb sections secured to floor and roof diaphragms.
 - Parapet walls to extend approximately 3'-0" above finished roof to provide screening for roof equipment.
 - Exterior finishes anticipated to consist of EIFS.
 - c. Exterior soffit framing to be designed to be supported from adjacent wall framing or suspended from structure above to resist self-weight and wind uplift
 - d. Exterior finishes anticipated to consist of exterior insulating finish system.
2. Garage Area (High Bay)
 - a. Exterior wall framing will consist of 8" non-bearing CMU at lower portion to approximately 8'-0" supporting composite insulated metal panels above spanning vertically across horizontal steel wind girts approximately 10'-0" to 12'-0" oc.
 - Exterior CMU wall framing to be foundation supported
 - CMU wall and composite insulated panels will be laterally supported with horizontal steel wide flange wind girts which frame into the main steel building columns.
 - Where required, openings to be framed with miscellaneous steel framing between wind girts and foundations.
 - Parapet walls to extend approximately 10'-0" above finished roof to provide screening for roof equipment. Primary building columns and wind girts will cantilever above roof deck to provide support for parapet.

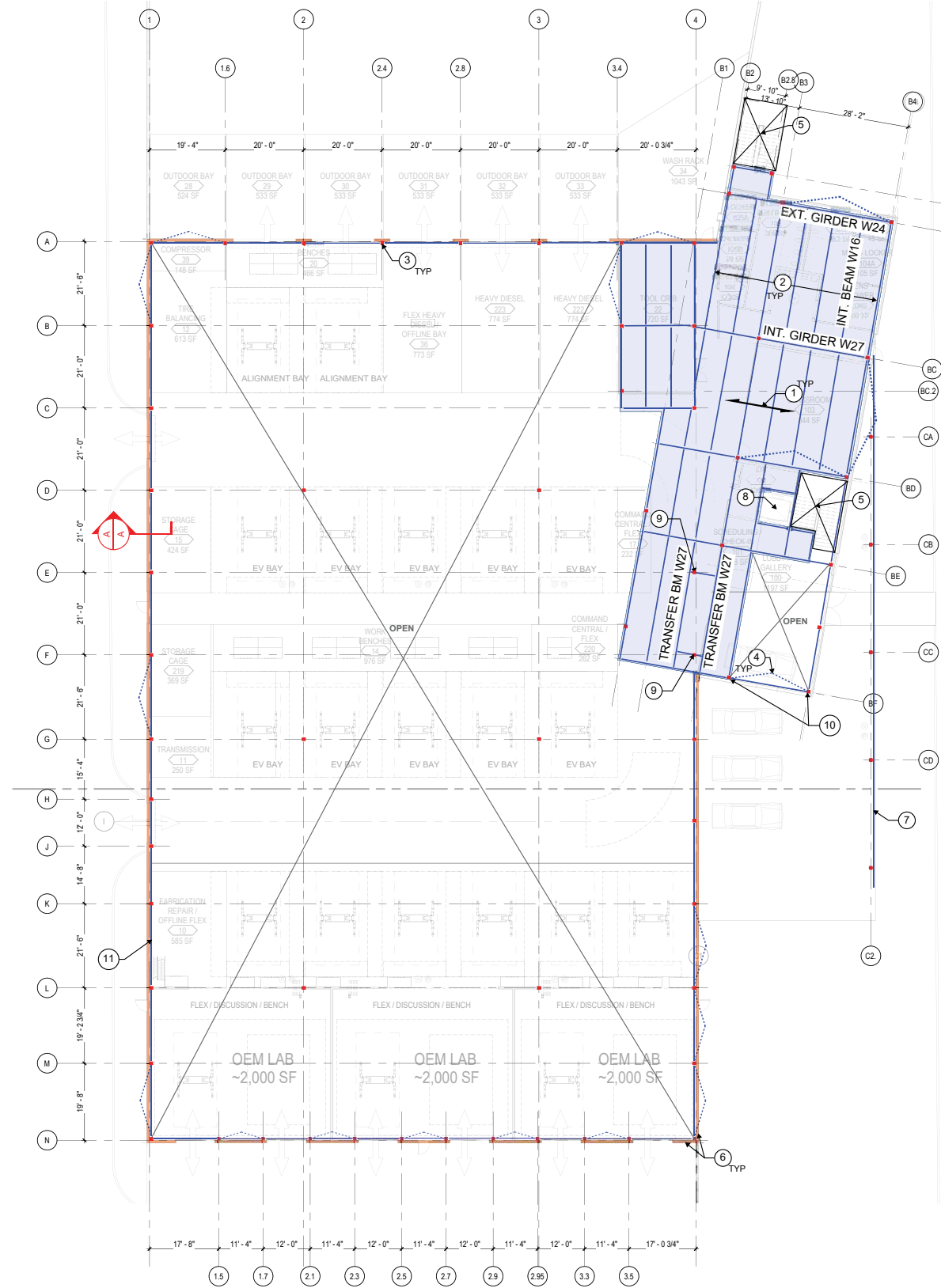
C. Miscellaneous Framing

1. Metal stairs, guardrails, handrails: (Delegated design / Deferred Submittal)
 - a. Exterior metal stairs and landings anticipated to be of concrete filled metal pan with closed risers.
 - b. Guardrail and handrails anticipated to be constructed of steel sections and profiles as indicated by architectural design. Guardrails to be attached to slab edge perimeter and adjoin floor structure
2. Elevator Framing: Elevator framing and supported anticipated to be by-pass shaft wall construction with associated HSS rail supports and wide flange hoist beam anchored to adjacent building structure.
3. Movable partitions walls to be supported from HSS or wide flange beams framed between steel columns or suspended from structure above. Glazing systems will be designed to move and deflect independently from the building superstructure.

D. Foundations

1. A geotechnical report for the site will be prepared. It is assumed the foundations will be conventional spread footings bearing on engineered fill material based on preliminary site evaluations. Minimum footing depths are anticipated to be approximately 2'-6" below finished exterior grade.
2. Pending updated geotechnical information, soil properties below will be assumed based on an existing geotechnical report by Terracon (Report #63995050) dated April 28, 1999.
 - a. Allowable soil bearing pressure: 2,000 PSF
 - b. Active Lateral Earth Pressure: 4 PSF/FT
 - c. Passive Lateral Earth Pressure: 350 PSF/FT
 - d. At-Rest Lateral Earth Pressure: 60PSF/FT
 - e. Coefficient of Base Friction: 0.45
3. Concrete Slab-On-Grade
 - a. Classroom / Office Area:
 - Typical slab-on-grade to be 4" normal weight concrete on vapor retarder over 4" aggregate base course. Synthetic fibers or welded wire fabric will be considered in combination with low water-cement ratios and proper jointing to manage crack control.
 - b. Garage Area:
 - 6" normal weight concrete over 4" aggregate base course with #4@1'-6" oc in combination with synthetic fibers will be considered with low water-cement ratios and proper jointing to manage crack control.

FRAMING PLAN

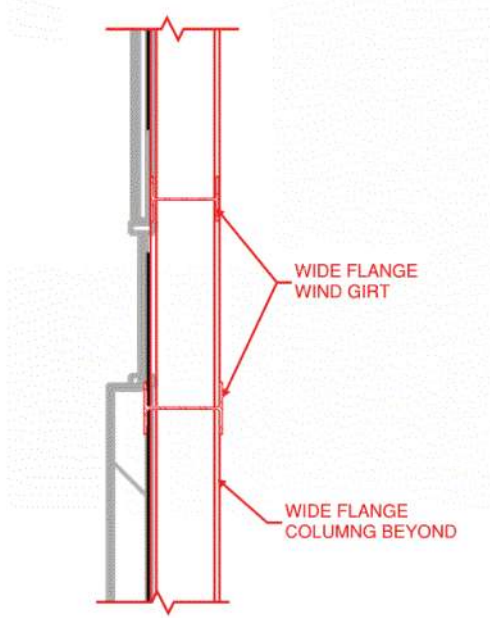


FLOOR FRAMING LEGEND NOTES

1. 3" NORMAL WEIGHT CONCRETE TOPPING WITH 6x6-W2.9xW2.9 W.W.F. ON 3"x20 GA. COMPOSITE METAL FLOOR DECK (6" TOTAL SLAB DEPTH)
2. COMPOSITE STEEL WIDE FLANGE BEAM AND GIRDER FRAMING (APPROX. 35 #/FT)
3. STEEL WIDE FLANGE COLUMNS (APPROX 40 #/FT)
4. BRACED STEEL FRAME WITH HSS DIAGONALS. SEE ELEVATIONS.
5. PRE-ENGINEERED, STEEL STAIR WITH CONCRETE METAL PANS.
6. 8" CMU EXTERIOR WALL. FOUNDATION SUPPORTED.
7. EXTERIOR SCREEN FRAMING
8. ELEVATOR SHAFT FRAMING: HSS GUARDRAIL SUPPORTS AND WIDE FLANGE HOIST BEAM TO SUPPORT 5,000 LBS.
9. TRANSFER COLUMN
10. SLOPING COLUMN
11. HORIZONTAL STEEL WIND GIRT @ APPROX 10'-12' O.C. VERTICALLY. SEE ELEVATIONS.

LEGEND

- STEEL COLUMN
- STEEL BEAM
- - - - ADDITIONAL STEEL FRAMING
- ■ STEEL BEAM CANTILEVER
- — TRANSFER BEAM/COLUMN
- — MOMENT CONNECTION
- - - - STEEL BRACED FRAME
- MECHANICAL UNIT



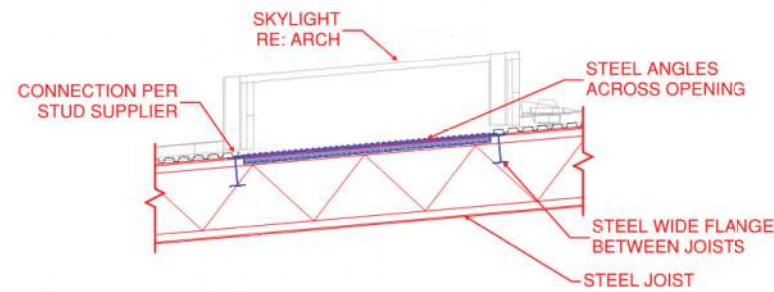
DETAIL A-A

ROOF FRAMING LEGEND NOTES

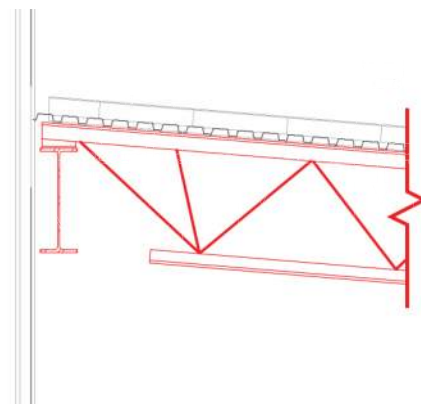
1. 1 1/2"x20 GA. METAL ROOF DECK (TYP. UNO)
2. STEEL JOIST FRAMING @ 6'-0" OC
 - A. LH-SERIES JOISTS (APPROX. 15 #/FT)
 - B. K-SERIES JOISTS (APPROX. 10 #/FT)
3. STEEL WIDE FLANGE COLUMNS (APPROX 40- #/FT)
4. BRACED STEEL FRAME WITH HSS DIAGONALS. SEE ELEVATIONS.
5. ROOF MOUNTED MECHANICAL UNITS (APPROXIMATE SIZE AND LOCATION WITH ESTIMATED WEIGHT OF 1,500-2,000 LBS)
6. TRANSFER COLUMN
7. STEEL BEAM BETWEEN COLUMNS FOR CURTAIN WALL SUPPORT (HEAD AND INTERMEDIATE)
8. IN-PLANE STEEL BRACING AT CONTINUOUS SKYLIGHT OPENING

LEGEND

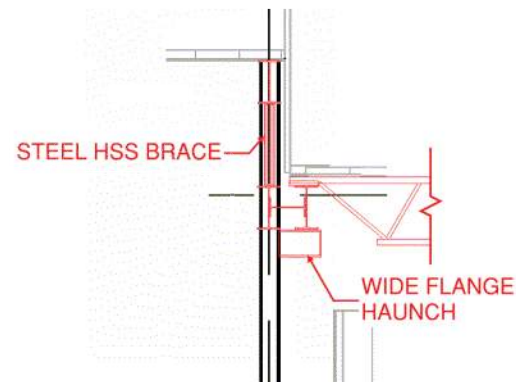
- STEEL COLUMN
- STEEL BEAM
- STEEL JOIST
- ⋯ ADDITIONAL STEEL FRAMING
- STEEL BEAM CANTILEVER
- TRANSFER BEAM/COLUMN
- ▶ MOMENT CONNECTION
- ⋯ STEEL BRACED FRAME
- MECHANICAL UNIT



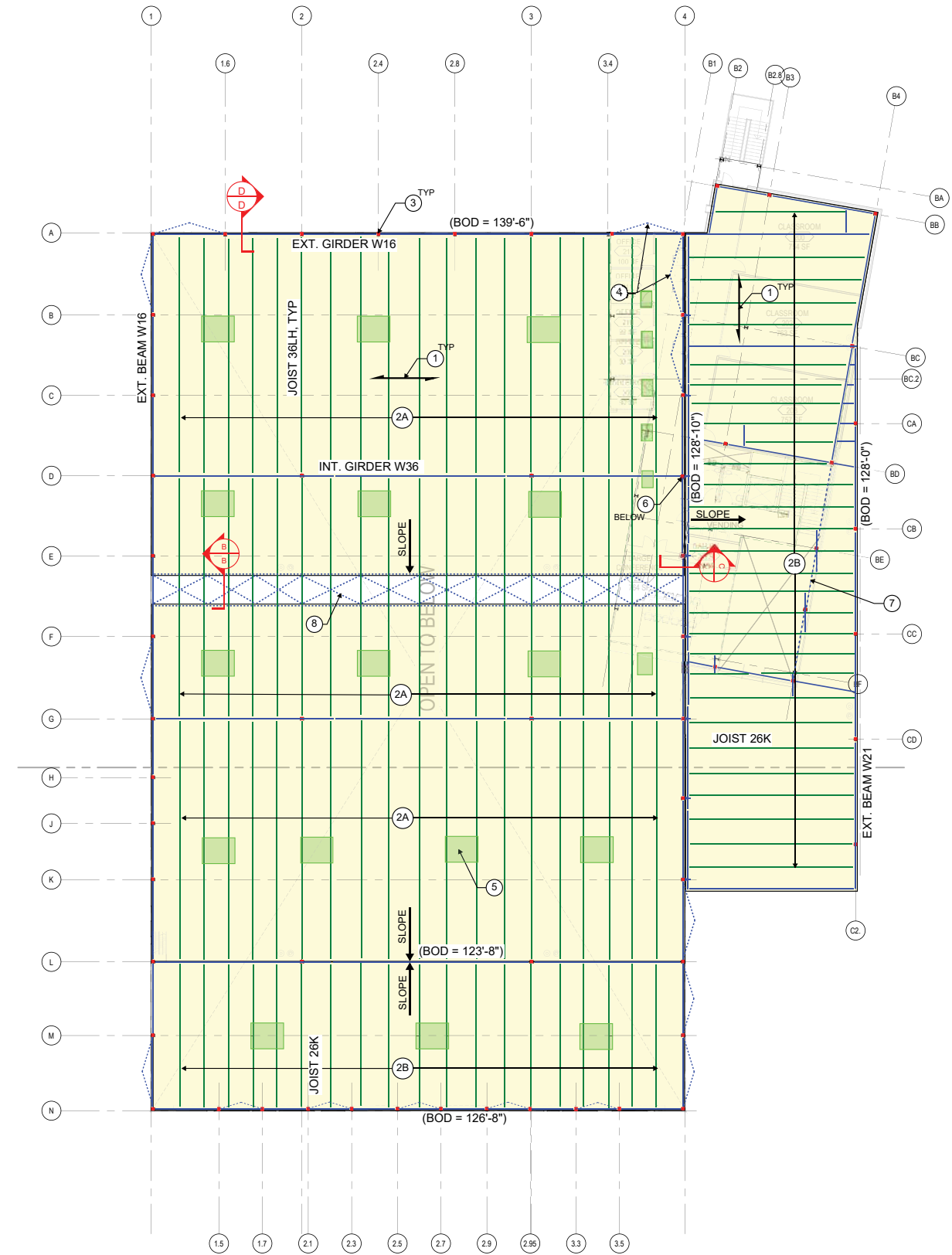
DETAIL B-B



DETAIL D-D

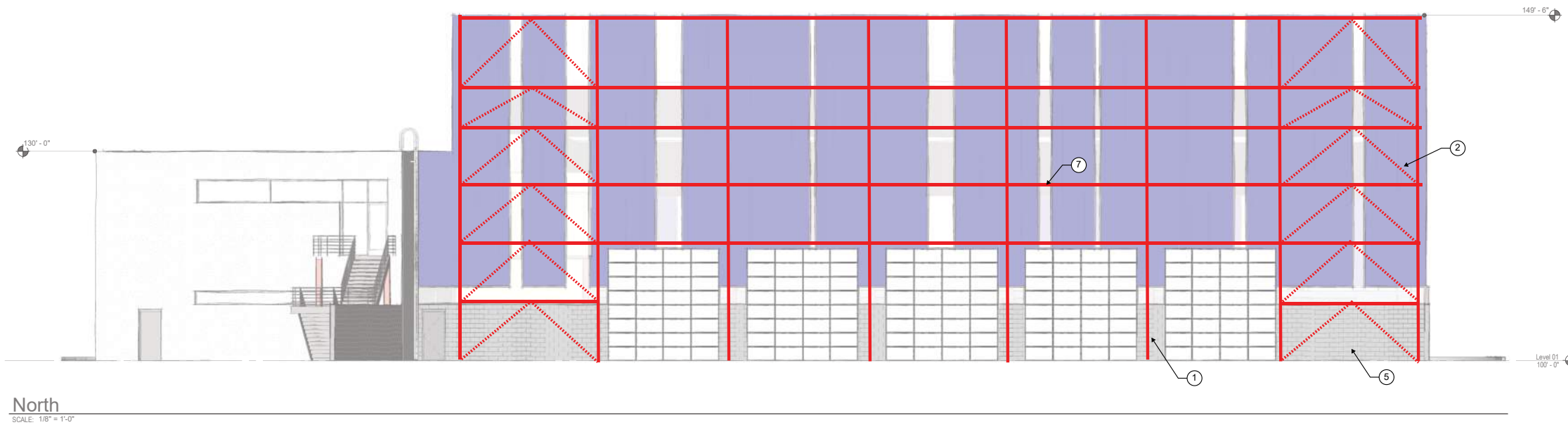


DETAIL C-C



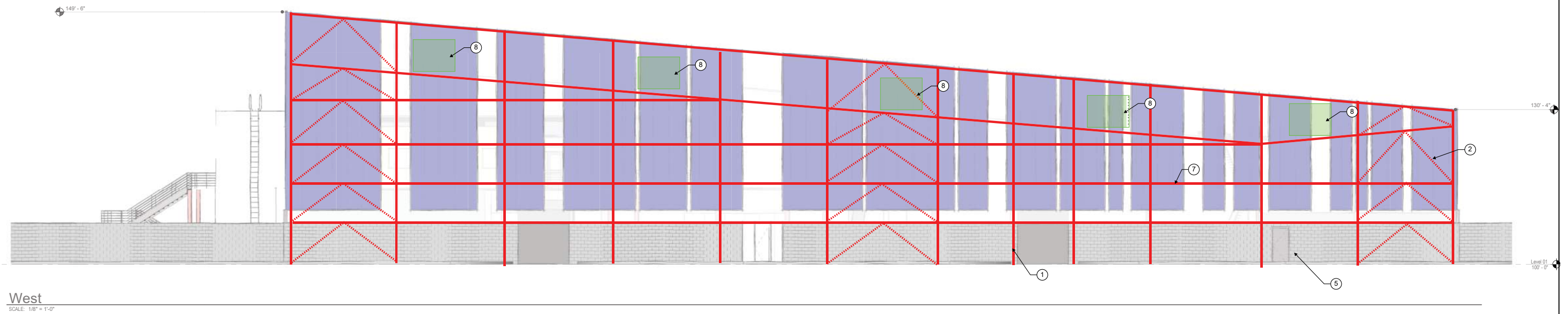
SCHEMATIC ROOF FRAMING PLAN
SCALE: 1/16" = 1'-0"
NORTH

FRAMING PLAN

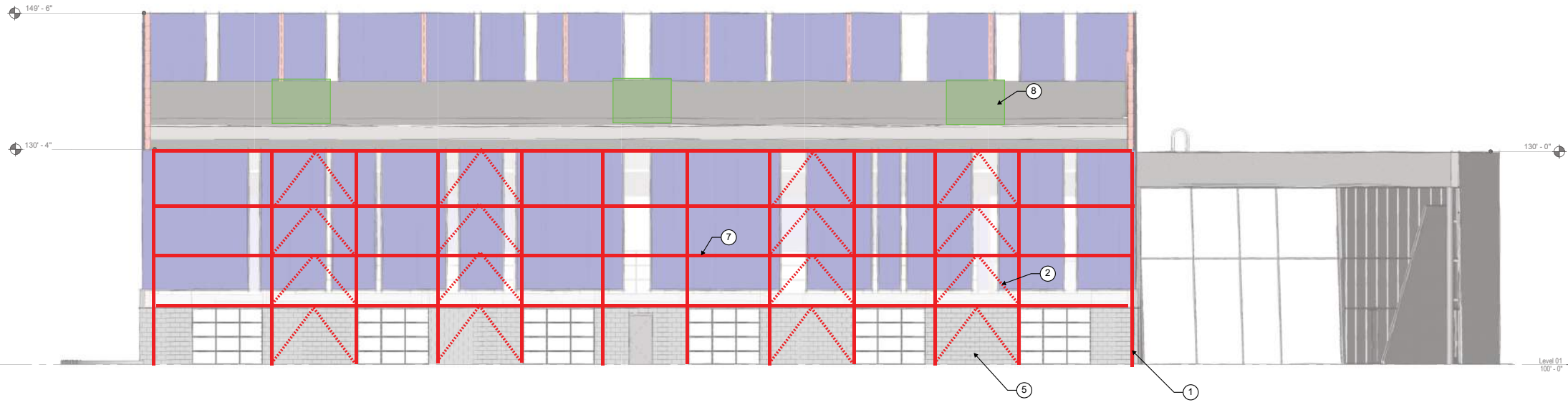


FRAMING LEGEND NOTES

1. STEEL WIDE FLANGE COLUMNS
2. BRACED STEEL FRAME WITH HSS DIAGONALS. SEE ELEVATIONS.
3. ROOF MOUNTED MECHANICAL UNITS (APPROXIMATE SIZE AND LOCATION WITH ESTIMATED WEIGHT OF 1500-2000 LBS)
4. TRANSFER COLUMN
5. 8" CMU EXTERIOR WALL. FOUNDATION SUPPORTED.
6. EXTERIOR SCREEN FRAMING
7. HORIZONTAL STEEL WIND GIRT @ APPROX 10'-12' O.C. VERTICALLY. SEE ELEVATIONS.
8. MECHANICAL UNIT

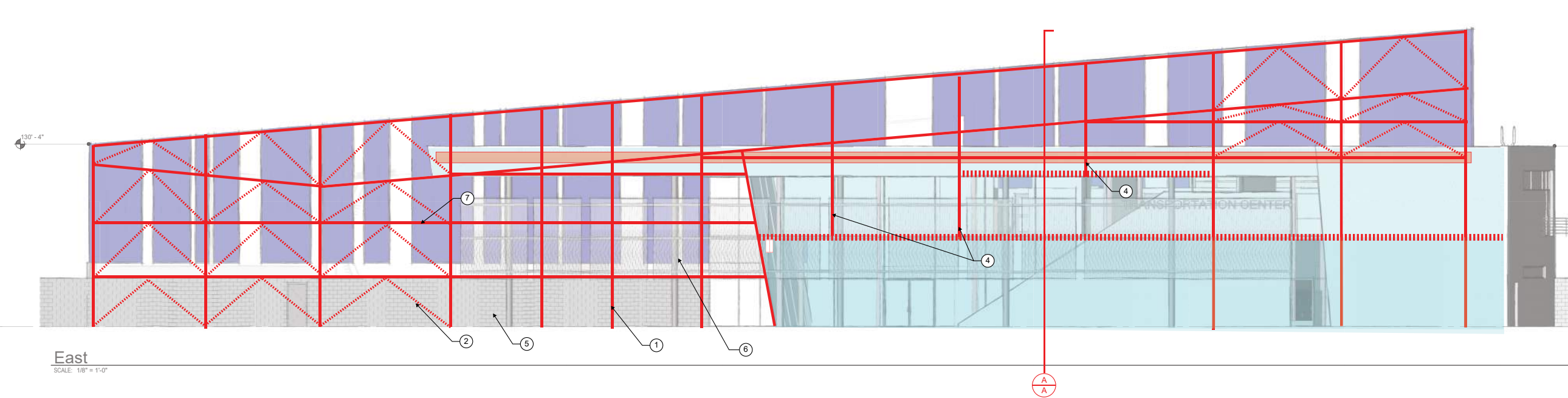


FRAMING PLAN

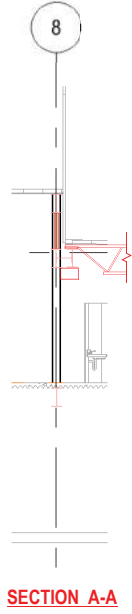


South
SCALE: 1/8" = 1'-0"

- FRAMING LEGEND NOTES**
1. STEEL WIDE FLANGE COLUMNS
 2. BRACED STEEL FRAME WITH HSS DIAGONALS. SEE ELEVATIONS.
 3. ROOF MOUNTED MECHANICAL UNITS (APPROXIMATE SIZE AND LOCATION WITH ESTIMATED WEIGHT OF 1500-2000 LBS)
 4. TRANSFER COLUMN
 5. 8" CMU EXTERIOR WALL. FOUNDATION SUPPORTED.
 6. EXTERIOR SCREEN FRAMING
 7. HORIZONTAL STEEL WIND GIRTS @ APPROX 10'-12' O.C. VERTICALLY. SEE ELEVATIONS.
 8. MECHANICAL UNIT



East
SCALE: 1/8" = 1'-0"



SECTION A-A

Mechanical Options

The automotive area will be cooled using evaporative coolers. Evaporative cooling provides adequate cooling throughout the year with the exception of monsoon season that typically lasts from July through mid-September. During the monsoon season, the discharge air temperature will be close to 78 F and the room condition will be approximately 90 F and 50% relative humidity. This hot/wet condition will be similar to the existing automotive center. Providing sufficient comfort for this area during this monsoon season will require significant air movement. Our experience has been to try and provide approximately 3 minutes/air change or 20 air changes/hour.

Therefore, the lower we can get the air, the less air flow will be required. This automotive area is approximately 38,000 sf. With the ductwork dropping to approximately 15 ft AFF, the total evaporative cooler air flow will be 190,000 cfm. Although there are many options for this design, the following two options are presented for review:

OPTION 1:

(17) Evaporative Coolers

This option will include (16) propeller fan coolers similar to PMI Aerocool Model 4824A or United Metal Products Model UMP 739 with 8" thick Munters media. These units are approximately 7'x8'x5.5' high, 1,200 lbs (includes curb or platform), and will have a 2-hp fan motor (2.9 FLA at 60V/3ph) and (4) 120V pumps (total of 6.8 FLA at 120V/1ph). These evaporative coolers will have a 2x52 discharge duct down to a factory discharge grille mounted at 15 ft AFF. An additional evaporative cooler will be designed for the 2nd floor lobby area and will be similar to PMI Aerocool model ID500 or United Metal Products Model CEL-ODO-16 with 8" thick Munters media. This unit is approximately 4.5'x6'x4.5' high, 800 lbs (includes curb or stand), and will have a 2-hp fan motor (2.9 FLA at 60V/3ph) with (2) pumps (total of 3.4 FLA at 120V/1ph). This cooler will have a 24x24 discharge duct routed to air devices in this lobby area. Each evaporative cooler will be controlled by a local fan and pump switch.

OPTION 2:

(3) Evaporative Coolers

This option will provide (3) large evaporative coolers with ductwork distribution through this area. The four south bays will be served by two coolers equal to United Metal Products Model CEL-ODO-160 with 8" thick Munters media. These units are approximately 17.5'x11'x11.5' tall, 13,000 lbs (includes curb), and will have a 60-hp fan motor (102 MCA at 460V/3ph) with (4) 120V pumps. These units will have a 6'x6' discharge duct routed between the 2 bays at approximately 15ft AFF with air devices mounted to the duct. This ductwork can be fabric duct if preferred. The ductwork serving the two middle bays will be extended east to serve the upper level lobby area. The north bay will be served by a cooler equal to United Metal Products Model CEL-ODO-72 with 8" thick Munters media. This unit is approximately 15'x9'x9.5' tall, 7,500 lbs (includes curb), and will have a 20-hp fan motor (39 MCA at 460V/3ph) with (4) 120V pumps. This unit will have a 4.5'x4.5' discharge duct outed over the north drive area at approximately 15 ft AFF with air devices throwing the air to the north bays. This ductwork can be fabric duct if preferred. Each evaporative cooler will be controlled by a local fan and pump switch.

Relief Air

The relief air from these evaporative coolers will be provided through approximately 450 sf of wall louvers with motorized dampers or 250 sf of relief hoods with motorized dampers or a combination of louvers and hoods. The motorized dampers will be interlocked with the evaporative cooler fan motors. An additional 100 sf of wall louvers or 50 sf of relief hoods will be required with no dampers and utilized for relief air during the summer and intake air during the winter season.

Heating

Heating will be designed using six low intensity infrared heater tube systems routed east/west down both sides of each drive and down the working aisle between the bays. The height and number of burners and vacuum pumps will need to be determined. This system shall be listed for use with CNG/LNG vehicles and equal of Roberts Gordon Model CRVSF with approximately (12) 60 mbh burners and (4) blowers (20 MCA at 120V/1ph). These heaters will be thermostatically controlled.

Exhaust

A vehicle tailpipe exhaust system will be designed for all of the working bays. Although this system is currently programmed to be underfloor, an option for an overhead system will be presented to provide more flexibility for future modifications. The location and size of each hose connection will be coordinated. A total of three systems will be designed, one for each group of maintenance bays.

Each exhaust fan will be mounted on the roof and designed for approximately 3,500 cfm with a 7.5-hp motor that is VFD controlled using a duct pressure sensor. These fans are approximately 5'x5'x6' high and weight approximately 2,000 lbs with the roof curb. These systems will have a 4" or 6" inlet with a 10-15' retractable hose and tailpipe adapter connection. All underground piping will be stainless steel and specifically designed for underfloor vehicle tailpipe system. A 14" main duct will be routed up the wall to the rooftop fan inlet. These fans will be operated by a wall switch.

General room exhaust will be provided to meet the exhaust requirements per ASHRAE 62.1, IMC, and NFPA 30A for standard, CNG, LNG, LPG, and hydrogen vehicles. These standards require a total of approximately 30,000 cfm of exhaust to be provided at the top of the structure and at the floor. This will be designed using (6) rooftop exhaust fans similar to Greenheck Model GB-260, 4' diameter x 4.5' tall, 400 lbs (with roof curb), with a 1-hp fan motor. A 30x30 inlet duct will be routed from each fan to exhaust grilles at the top of the roof structure and down to the floor. These fans will be connected to the building control system and scheduled to operate when the building is occupied.

Industrial high volume low velocity (HVLS) fans will be designed for this area. The size and quantity will be determined based on the evaporative cooling system selected. For budgeting and general arrangement, a maximum of (15) 10 ft diameter fans will be designed. Each fan is approximately 100 lbs and will have a 1/4-hp 120V fan motor.

Classroom/Office Areas

The classroom/office areas will be conditioned using rooftop packaged air conditioning units with natural gas heat. These units will be 16 SEER units to meet the high efficiency option in the IECC and will be provided with a roof curb, hail guards, and outside air intake hood with a manual and motorized damper. In addition, each unit will be provided with the dehumidification option to reduce the room relative humidity during the monsoon season. Each of these units will have internally lined supply and return ductwork routed to air devices in each space.

These units will be controlled by the building control system and connected to the PCC network and provided with full graphics and floor plans. The following units will be designed for these spaces:

First Floor Classroom

5-ton unit, 6'x4'x5.5' tall, 800 lbs (includes curb), 13 MCA at 460V/3ph, high static fan motor, 20x20 lined supply and return ducts.

First Floor Lobby/Gallery

7.5-ton unit, 7.5'x5'x6' tall, 1,100 lbs (includes curb), 15 MCA at 460V/3ph, 24x24f lined supply and return ducts.

First Floor Toilet/Locker Rooms

(5) ductless 1-ton ceiling cassettes with the condensing units located on the roof. Electrical data was not available at the time of this report.

Second Floor Classrooms

(3) 5-ton units, 6'x4'x5.5' tall, 800 lbs (includes curb), 13 MCA at 460V/3ph, 20x20 lined supply and return ducts.

Second Floor Offices/Lounge

5-ton unit, 6'x4'x5.5' tall, 800 lbs (includes curb), 13 MCA at 460V/3ph, 20x20 lined supply and return ducts.

Restroom Facilities

The toilet rooms will be designed with a rooftop exhaust fan for the first floor toilet/locker rooms. This fan will be approximately 1,000 cfm, 2' diameter x 3.5' tall, 100 lbs, and 1/2-hp 120V fan motor. This fan will have a 14x14 exhaust duct routed to the exhaust grilles in the janitor's closet, showers, and toilet rooms. The upper floor toilet rooms will be designed with a rooftop exhaust fan for 300 cfm, 2' diameter x 3.5' tall, 75 lbs, 1/4-hp 120V fan motor. This fan will have an 8x8 exhaust duct connected to the exhaust grilles in this toilet room. Both of these exhaust fans will be connected to the building control system and scheduled to operate when the building is occupied.

Plumbing

FIXTURES

The plumbing fixtures for this project will meet the requirements of PCC staff and are preliminarily estimated to be as follows:

Water Closet – Floor mounted, 1.6 gpf, with manual flush valve.

Urinals – Wall hung, 1.0 gpf, floor mounted carrier, with manual flush valve.

Lavatories – Wall hung with floor mounted carrier, manual metered faucets with 0.5 gpm aerator, ASSE mixing valve, and insulation.

Showers – ASSE mixing valve, fixed head, 2.0 gpm. Provide 5' hose for ADA showers.

Hand Sinks – To be determined

Electric Water Cooler – Dual height 120V

Mop Basin – Floor basin with bumper guard and faucet with hose and vacuum breaker.

Washer Box – To be determined

Hose Bibbs – 3/4" with recessed box and vacuum breaker.

These fixtures will be coordinated and located on the architectural plans.

WATER HEATER

The water heater size will be determined once the final number of showers and hand sinks have been determined. This water heater will be natural gas and located in a second floor room. Combustion air and flue piping will be designed as required. A recirculation pump will be provided and routed to all of the fixtures with all piping provided with 1" thick fiberglass insulation (non-recirculated branches will be provided with 1/2" thick insulation).

WATER

Based on the estimated number and type of fixtures for this building, a 2" water meter will be designed with a 2" reduced pressure zone backflow preventer located in a solid insulated and locked enclosure. A 2-1/2" main water line will be routed from this backflow preventer into the building with a main shut-off valve. This 2-1/2" water line will be routed to the toilet/locker room fixtures and water heater. A 1-1/2" branch will be routed to an accessible 1-1/2" reduced pressure zone backflow preventer with an air gap fitting and drain to the exterior. This 1-1/2" branch will be routed from the backflow preventer to the hose reels described below. All water piping shall be Type L hard drawn copper tubing with wrought copper fittings and soldered joints.

SEWER

Based on the current anticipated fixtures for this building, a 4" sewer line is sufficient. The sewer piping will be routed throughout the building to allow future sinks to be connected with minimal saw cutting. Floor drains will be provided for the showers. All sewer piping shall be no-hub cast iron piping with stainless steel bands unless Schedule 40 ABS or PVC is acceptable to PCC.

No floor drains or trench drains are currently planned. If these are to be provided, a sand/oil interceptor will be provided prior to connecting to the sewer.

Compressed Air/Lube Dispensing

AIR COMPRESSOR

The size of the air compressor will be coordinated with PCC staff. It is currently estimated that this will be a dual 15-hp system with a 120 gallon tank and an integral filter/dryer. This system will have a 1-1/4" compressed air line routed to the hose reels and outlets. The number of outlets will be determined. All compressed air piping will be Type L hard drawn copper tubing with wrought copper fittings and soldered joints.

WASTE OIL

The waste oil system will be determined after meeting with PCC. This system is anticipated to include an above ground 500 gallon double wall storage tank with leak detection system, tank monitor, compressed air and vacuum pumps, and additional items to be determined. In addition, there will be 25 gallon waste oil receivers with rollers, inlet pan and screen, used filter tray, and drain connections. The quantity of these receivers will be determined.

OIL/ATF/GLYCOL

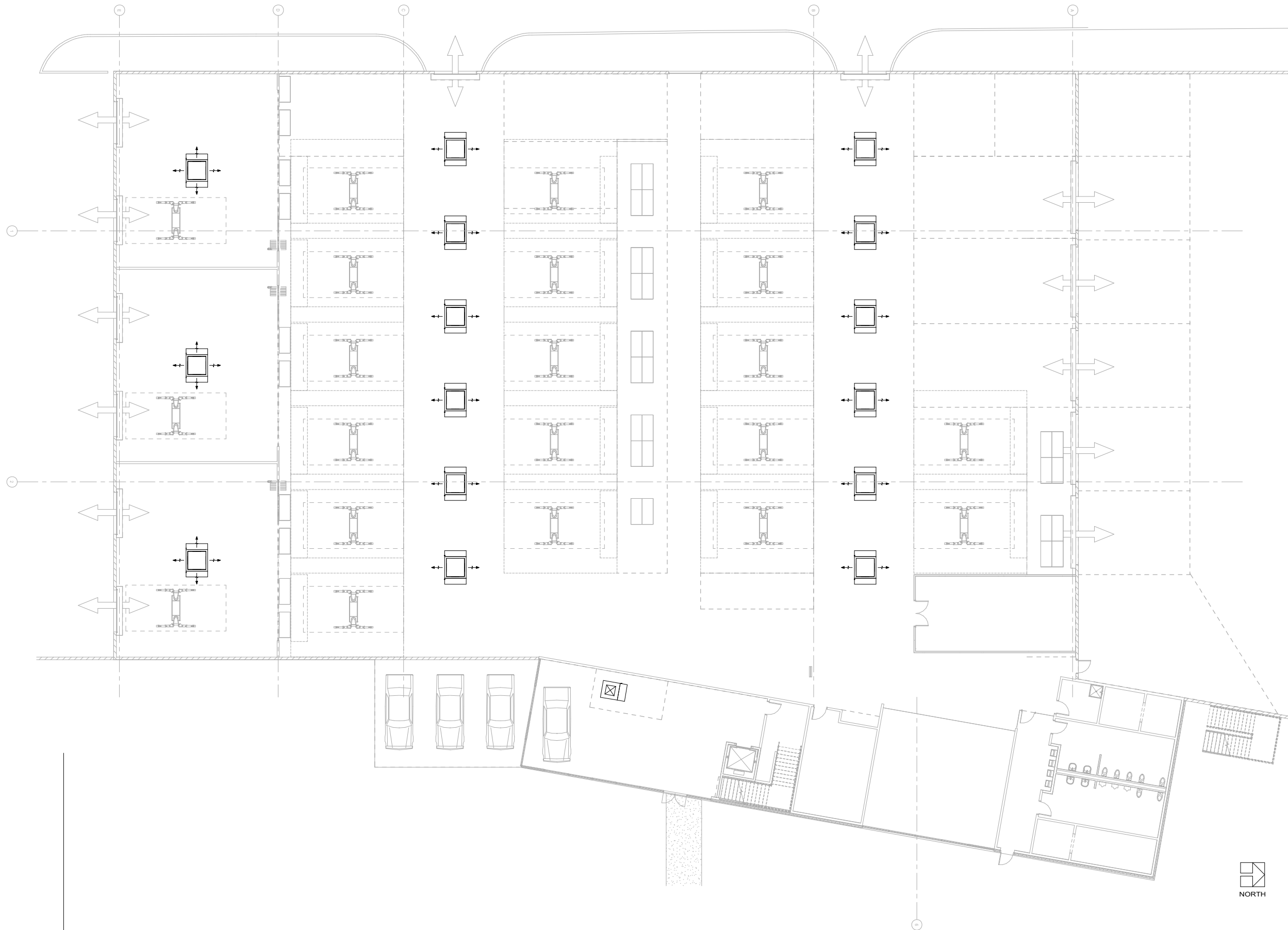
The oil, automatic transmission fluid, glycol, water, power, and other hose reel systems are still undefined and will be determined after meeting with PCC staff.

Fire Sprinklers

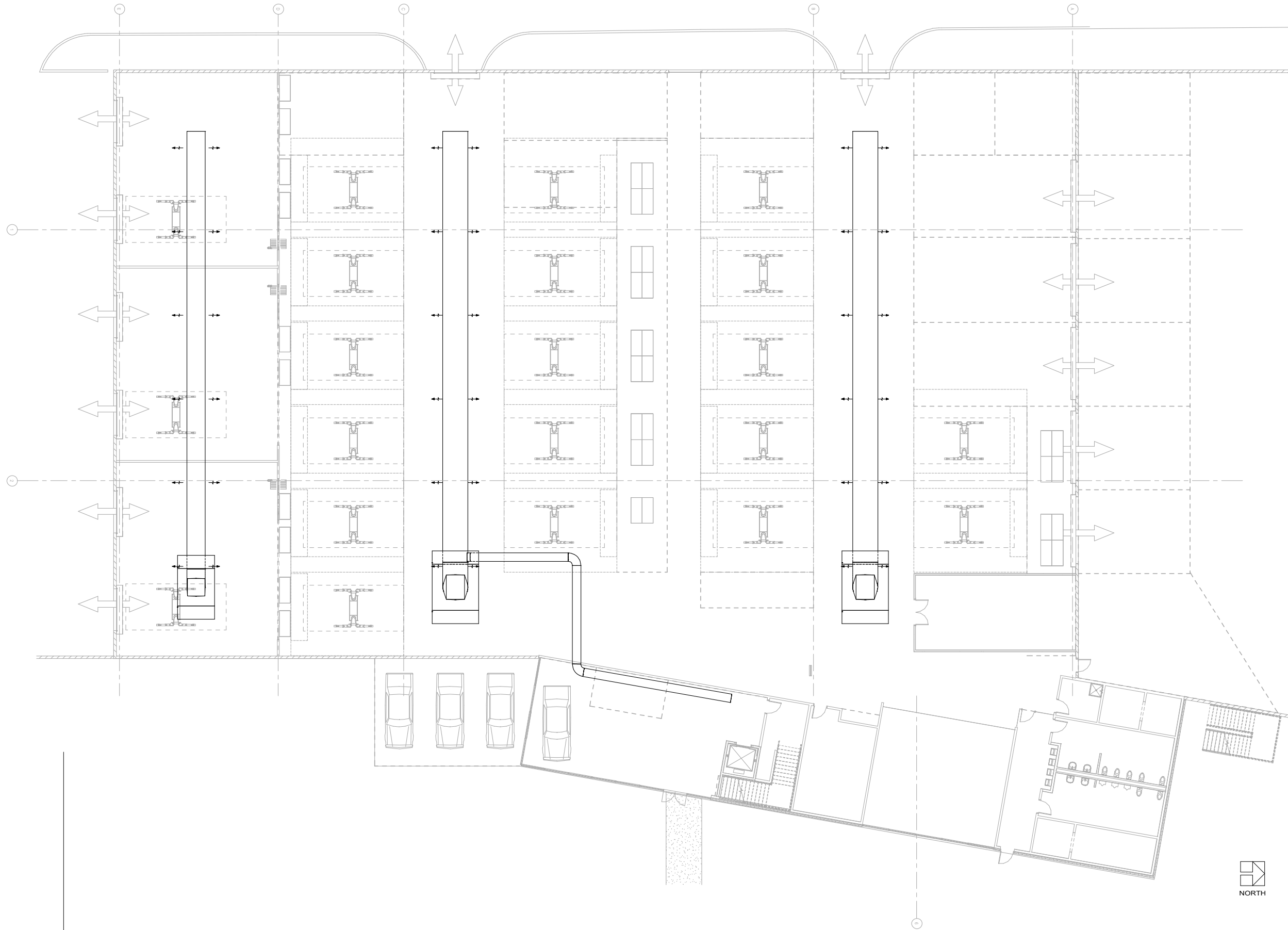
This building will be fully covered with a wet pipe sprinkler system meeting the requirements of NFPA 13. A 6" fire service will be routed to the fire riser location. The fire riser will include a control valve with a tamper switch, check valve with drain and gauges, flow switch, alarm bell, and fire department connection. This system will be hydraulically calculated.

The flow data at this site was not available at the time of this report. The office and classroom areas will be designed for light hazard classification while the vehicle area will be designed for an ordinary group 2 hazard classification.

MECHANICAL PLAN - OPTION 1



MECHANICAL PLAN - OPTION 2



ELECTRICAL NARRATIVE

Project Description

The Transportation Building addition to the Pima Community College Downtown Campus will consist of Auto Bays, Classroom and Office Space.

Codes and Standards

Following Codes and Standards shall be used (Edition in force or latest Edition):

NEC	National Electrical Code, 2017 (NFPA 70)
IBC	International Building Code, 2018
IES NA	Illuminating Engineers Society of North America
ADAAG	American with Disabilities Act Accessibilities Guidelines
ANSI	American National Standards Institute
NEMA	National Electrical Manufacturer's Association
IECC	International Energy Conservation Code, 2018

Serving Utility Companies

Power:	Tucson Electric Power (TEP)
Telephone:	Century Link
Cable:	Cox Communications

Design Requirements & Provisions

Interior

- a. Power Distribution Equipment
- b. Raceway systems and conductors
- c. Power systems for HVAC and special equipment
- d. General and special receptacles
- e. General and Emergency Lighting
- f. Grounding
- g. Fire Alarm System
- h. Data/Voice Rough-In System
- i. Intrusion Detection Rough-In System
- j. Access Control Rough-In Systems

ELECTRICAL NARRATIVE

Exterior

- a. Power and special systems underground conduit duct banks
- b. Fiberglass reinforced concrete pullboxes for underground conduit systems (Power and Special Systems)
- c. Trenching and conduit for secondary power distribution.
- d. Underground conduit work for parking lot lighting.
- e. Pole mounted site luminaires with concrete bases.
- f. Trenching, back filling, compacting and re surfacing of excavated grounds and paved areas
- g. Raceways for CATV, Data and telephone service.

Automotive

- a. Power for 10 Electric Vehicle Charging stations in front of building and in Lobby area.
- b. Power for Electric Vehicle Charging Stations for all auto bays.
- c. Additional power provisions at each Auto Bay to include: (4) Cord Reels and power for Vehicle Lifts.
- d. Power for Air Compressor, Tire Changer, Drill Press, and allowance for other Auto related equipment in all auto repair areas.

Electrical Services

1. Based on preliminary load estimates, the new Transportation Building will have a 2000 A, 480/277V, 3ph, 4W service entrance. Reference the SES preliminary single line diagram for panels and transformer to supply Transportation Building loads.
2. Existing overhead utility transmission line will be relocated underground in the section going from Helen Street to Mabel Street.

Electrical Power Distribution

1. The new SES for the Transportation Building will be located outdoors. This switchboard will be supplied with a type 2 SPD.
 - a. 480Y/277V distribution will be used primarily for HVAC equipment, lighting and miscellaneous motor loads.
 - b. Dry type step down transformers will provide 208Y/120V power for distribution to lighting, general convenience receptacles and other miscellaneous loads. Transformers may have aluminum windings, and shall be DOE 2016 compliant.
 - c. Digital metering, revenue grade, will be used to record load usage and demand information for each building. The metering information from each switchboard will be available remotely via IP.
2. All branch circuit panelboards (480Y/277 and 208Y/120) shall have copper bus, 42-circuits with bolt on circuit breakers.

3. Power distribution shall be a fully rated system using circuit breaker type switchboards. Overcurrent devices shall be coordinated to 0.1 seconds.
4. Outdoor equipment will have NEMA 3R enclosures and indoor equipment will have NEMA 1 enclosures.
5. All Distribution Boards and Switchboards shall have Molded Case Circuit Breakers with functionality as required to comply with the selectivity requirements defined above. At a minimum, breakers shall have the following:
 - a. Thermal Magnetic Circuit Breakers: Up to 200 Amps.
 - b. Adjustable Instantaneous Trip Circuit Breakers: 250 Amps up to 700 Amps.
 - c. Electronic Trip Unit Circuit Breakers: 800 Amps and Larger
6. All safety switches shall be heavy duty, and rated for the environment in which they are installed. Class R type rejection fuses shall be used.

Conductors & Cables

1. 600V or less building distribution conductors ;
 - a. All conductors for 175A or less shall be copper, with 90-degree C. temperature rating
 - b. All conductors 200A and larger shall be compact stranded Aluminum alloy conductors of a recognized Aluminum Association 8000 series alloy conductor material (AA-8000). All connectors and terminations shall be UL listed 86-B standard, dual rated for AL7CU for 75-deg and AL9CU for 90-deg except unless noted otherwise.
 - c. All primary & secondary transformer conductors shall be copper.
 - d. All connectors and terminations shall be UL listed 486-B standard, dual rated for AL7CU for 75 deg C and AL9CU for 90 deg C.
2. All phase conductors shall be color-coded
 - a. 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral: White.
 - 5) Ground: Green.
 - b. 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - 4) Neutral: White with a colored stripe or gray.
 - 5) Ground: Green.
3. All branch and feeder circuit conductors shall be sized per N.E.C. and minimum 12 AWG.
4. A separate grounding conductor shall be provided with each single and three-phase circuit(s).

Wires Devices & Miscellaneous Power Connections

1. Local control switches will be AC toggle switches rated for 20A at 120/277V with quiet operation.
2. General convenience receptacles will be 3 prong grounding type 20A, 125V
3. GFCI (ground fault circuit interrupter) receptacles in wet areas, outdoors and within 6' 0" of a sink.
4. Outdoor receptacles will be GFCI, weather resistant type with a weatherproof while-in-use cover.
5. Disconnect switches and special purpose receptacles will be provided for food service equipment and miscellaneous loads.
6. Device Plates / Accessories
 - a. Wall plates: Single and combination, of types, sizes, and with ganging and cutouts will be provided as required. All wall plates will mate with and match wiring devices and attach with metal screws colored to match finish of wall plates.
 - b. Provide high impact nylon wall plates in all areas unless noted otherwise, and stainless steel plates in exposed Electrical and Mechanical Rooms for surface mounted device boxes. Cover plates in areas with painted accent wall colors shall be painted to match the wall. Coordinate with interiors plans for locations.
7. Student restrooms shall have 120V connections for electric hand dryers.

Grounding

1. A continuous equipment grounding conductor will be installed in all conduit systems.
2. All equipment grounding conductors shall be copper, insulated.
3. A complete grounding electrode system will be provided which will include connection to building steel, underground metal water piping systems and building 'Ufer' ground.
4. All distribution equipment will have ground buses.

Raceways

1. Electric Metallic Tubing (EMT): Concealed Indoor only
2. Intermediate Metal Conduit (IMC): Exposed Indoor and Outdoor
3. Rigid Nonmetallic Conduit (PVC): Exterior Underground and Below slab
4. Flexible Conduit: Where permitted for fixture connections (less than 6 ft.)
5. Liquid Tight Flexible Conduit: Motor and Transformer Connections.
6. No MC cable is permitted.
7. Fittings shall be steel, compression type. No die cast fittings are permitted.
8. Minimum conduit size of $\frac{3}{4}$ ". Underground or below slab conduit shall be minimum size of 1".

Lighting Systems

1. Interior Lighting
 - a. Classrooms: LED source specification grade, 2' x 4' troffers, with 0.125 thick prismatic acrylic lenses and shall be dual-switched. Luminaires to be circuited for multi-level output.
 - b. Conference Room(s): LED source pendant light fixtures, indirect/direct (20% up / 80% down – to be confirmed during design), 10" x 3" crescent channel formed one-piece cold-rolled steel with semi-specular baffles (for Basis-of-Design, provide Peerless)
 - c. Offices: 2' x 4' troffers, LED source direct light distribution. (for Basis-of-Design, provide Lithonia Avante #2AV-MDR series)
 - d. Student Restrooms: LED source specification grade, 1' x 4' recessed flanged troffers, 2-lamps with #19 pattern, 0.156 thick prismatic acrylic lenses.
 - e. Corridors and in most other interior Areas: LED source, specification grade 2' x 4' troffers, with .125 thick prismatic acrylic lenses.
 - f. LED source lensed industrial luminaires shall be used in unfinished areas (i.e.: electrical rooms, storage rooms, janitor closets).
 - g. It is anticipated that certain areas will be provided with specialty lighting fixtures such as pendants to highlight the architectural features of the spaces.
 - h. Lighting layout will be designed as per Illuminating Engineering Society (IES) standards. The following lighting levels shall be used:

Classrooms	30-50 fc
Administrative Areas	30-50 fc
Multipurpose	20-30 fc
Corridors	15-20 fc
Storage	10 fc
Kitchen / Food Service	75 fc
Electrical Rooms	20 fc
Toilets	20 fc
 - i. Night and Security lighting fixtures will be provided throughout the interior spaces. These luminaires will remain energized at all times, although they may be set to a reduced lumen output.
 - j. Emergency egress lighting shall be provided in accordance with NFPA-101 Life Safety Code standards and provided with self contained emergency unit equipment (ni-cad battery).
 - In most cases these emergency fixtures shall not be used for Night or Security Lighting and will be locally switched or controlled in some manner, therefore a separate 'hot' circuit shall be maintained to the battery pack unit.
 - k. Illuminated exit signs with self-contained emergency unit equipment (ni-cad battery) rated for 90 minute operation shall be provided along the egress path and at all exterior exit doors. The 120/277V source shall be the same circuiting within the immediate and adjacent area lighting. (for Basis-of-Design provide Lithonia #LE-ELN series)

ELECTRICAL NARRATIVE

2. Interior Controls
 - a. Full compliance with 2012 IECC requirements including: light reduction controls via occupancy sensors, vacancy sensors, daylight sensors; automatic time switching controls via LV relay control panels, override switches;
 - b. Occupant sensors are required in spaces: Classrooms, conference/ meeting/ training rooms, private offices, storage/ janitorial rooms, restrooms and other spaces as outlined in 2012 IECC;
 - c. Individual task lighting i.e. under cabinet, nonvisual lighting, case lighting, display/ accent lighting, etc. shall be provided with independent controls.
3. Exterior Lighting
 - a. Full compliance with 2012 IECC requirements regarding wattage, controls, switching, wiring and exterior lighting efficacy;
 - b. The lighting controls system will have automatic operation with manual override. The controls system shall be part of the LV Relay Control Panel and shall include photocell and programmable astronomical time controller with skip a day / reserve power features.
 - c. Area Lighting: Exterior area lighting shall utilize LED sources. Fixtures will not exceed an overall height of 20'-0". Areal light fixtures will be typical of Lithonia MR2-LED series. 20' poles with single or dual heads may be employed.
 - d. Wall mounted type fixtures shall be used to supplement the area lighting where required and to prevent shadowed areas around building perimeters.
 - e. Covered Storage Areas: Up to 25 – under carport 4' linear fluorescents, vandal proof housing.
 - f. Average Maintained Lighting levels shall be as follows:

Parking	1.0	1.5 fc
Building Perimeter	0.6	fc
Courtyard	1.0	fc

Emergency Distribution Systems

- A. Emergency battery pack units contained within the general lighting fixtures and exit lights will be used.

B.

Fire Alarm System

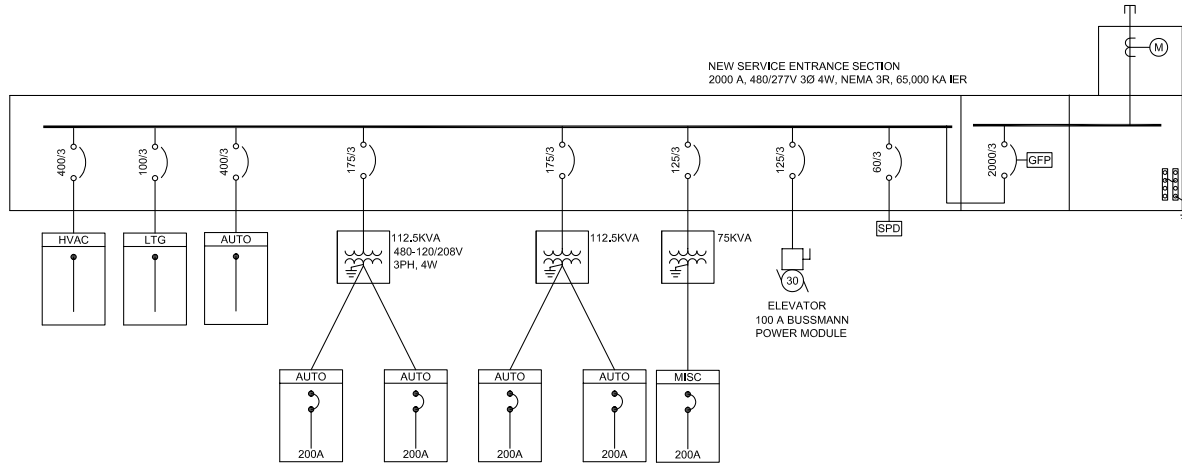
- A. Fire Alarm System
 1. An addressable, Class A, type emergency voice/alarm communication fire alarm system (per latest codes) will be provided consisting of, but not limited to, a main fire alarm control panel with integral battery back up, smoke detectors, duct smoke detectors, heat detectors, manual pull stations, light signals (strobes) and combination audible speaker / light signals. System shall be non coded, supervised and in accordance with ADA, State Fire Marshal and local fire codes. The fire alarm system panels shall be tied into and supervised by the main campus panel.

Special Systems Rough-In Requirements

Data / Voice, Intrusion Detection and Access Control Systems

- A. Low Voltage Systems:
 - 1. Provide a complete empty conduit/rough in system and support requirement for:
 - a. Audio Visual and Broadband Distribution System
 - b. Data and Telephone Cabling System, including to Wi-Fi devices
 - c. CCTV, Access Control, Intrusion Detection System
 - d. Intercom, Public Address System
 - e. Fire Alarm System
- B. It is the intent that the Special Systems Consultant/Contractor will provide all equipment, devices/wallplates and wiring/cabling. All special and non-standard back-boxes shall be furnished by the Special Systems Consultant/Contractor and turned over to the Division 26 Contractor for installation. The Division 26 Contractor shall provide the following but not limited to;
 - 1. A complete empty conduit / rough in system and support requirement for each system.
 - 2. 3/4" minimum conduit from each telephone outlet or handset outlet, and to each data / voice outlet into nearest accessible ceiling space. Install non metallic threadless insulating bushing on end of all conduits.
 - 3. Raceways 2 inch and smaller inside the buildings shall not exceed 150 feet in length. All raceways installed shall not contain more than two 90 degree bends or the equivalent. Provide pullboxes or junction boxes as necessary to comply with these requirements.
 - 4. Bends in conduits shall be long sweep radius bends and in no instance shall the inside radius of bends be less than ten times the internal diameter for all conduit sizes.
 - 5. Plywood mounting boards in all Telecommunication Closets, minimum 3/4" thick AC grade plywood. Paint all mounting boards on the smooth side with two coats grey alkyd enamel (Dunn Edwards DE108 1).
 - 6. Provide for equipment grounding connections and grounding requirements at all equipment terminal systems and mounting boards.
 - 7. All device outlet boxes shall be minimum 4" square x 2 1/2" deep, with single or two gang plaster ring and blank coverplate.
 - 8. Install all special back boxes furnished by the special systems Consultant/Contractor.

Single-line Diagram - SES



NEXT STEPS: MILESTONES

Next Steps: Design Development Milestones

The following are proposed dates to be confirmed in project team's calendars and will be adjusted as required based on availability.

- **June 24, 2019 - Schematic Design and Estimate Presentation**
 - *Presentation to Pima Community College*
- **July 18, 2019 - Design Development Deliverable Due**
 - *Submittal to Pima Community College and Cost Estimator*
- **August 9, 2019 - Design Development and Estimate Presentation**
 - *Presentation to Pima Community College*
- **August 23, 2019 - Construction Documents Page Turn**
 - *Page Turn with Pima Community College*
 - *90% Construction Documents Delivered to Cost Estimator*
- **September 16, 2019 - Construction Documents Due**
 - *Submittal to Regulatory Agencies*
- **September 17, 2019 - General Contractor Bidding**
 - *Bidding Commences*
- **October 1, 2019 - Pre-Bid Meeting**
 - *Meeting with Bidding Contractors*
- **November 13, 2019 - Board Approval of Contractor**
- **November 18, 2019 - Construction Begins**

PROJECT SCHEDULE

Pima Community College Center of Excellence for Applied Technology
May 26, 2019

