

COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-246

This Cooperative Purchase Contract is made and entered into this _____ day of June 2025, by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and **DLR Group Inc., an Arizona Corporation** ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of **Professional Planning and Design Services**;
- B. **Pinal County** conducted a competitive and open procurement process through a Request for Qualifications that resulted in Contract No. **204226ROQ** with Contractor ("Agency Contract");
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached as Exhibit A, in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Design services for the Flagstaff Public Works

Equipment Barn and Administration Building Project

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services. If any provisions of the Agency Contract conflict with the terms or conditions in this Cooperative Service Contract, the terms and conditions in this Cooperative Services Contract will control and supersede the Agency Contract
4. Payment:
 - 4.1 Payment to Contractor for the materials and/or services not to exceed **four hundred two thousand two hundred thirty-seven dollars and zero cents (\$402,237.00)**; made in accordance with the Scope of Work and terms set forth in the Agency Contract.
 - 4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve

an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until the work described in the Scope of Work is completed and accepted by the City, unless the Contract is terminated sooner pursuant to the terms and conditions in the Agency Contract..
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jarrett Nelson
Project Manager
City of Flagstaff
3200 W. Rt. 66
Flagstaff, AZ 86001
Jarrett.Nelson@flagstaffaz.gov
928-213-2112

To Contractor:

Larry J. Smith, AIA
Principal
DLR Group Inc.
6225 N. 24th St. Ste. 250
Phoenix, AZ 85016
lsmith@DLRGROUP.com
602-999-9693

With a copy to:

Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov
928-213-2276

8. Jurisdiction and Venue: This Contract shall be governed by the laws of the State of Arizona and suits pertaining to this Contract shall be brought only in Coconino County Superior Court, Flagstaff, Arizona.

(Remainder of Page Intentionally Blank)

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

DLR Group Inc.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated January 6, 2025

**EXHIBIT A
SCOPE OF WORK**



DLR Group inc.
an Arizona corporation

6225 North 24th Street, Suite 250
Phoenix, AZ 85016

June 3, 2025

Jarrett Nelson
City of Flagstaff,
Public Works Department
3200 W Rt 66
Flagstaff AZ 86001

Re: Scope of work and fee proposal for city of Flagstaff Public Works Department Building #4
Addition to existing Campus.

Dear Jarrett,

We appreciate the opportunity to submit our proposal for Design services for the Flagstaff Public Works Equipment Barn and Administration Building Project. DLR Group has taken the information obtained in meetings, proposed contract, and collaborated closely with our team and consultants in developing the following services scope of work and fees for your consideration.

The city of Flagstaff will utilize the Coconino County on call contract, that DLR Group is an approved professional design firm listed in the Coconino County on Call Contract. In that the funding for these two buildings comes from different sources, we will provide two separate fee proposals.

Project Location: The project is found at the Public Works Department 3200 W Rt 66 Flagstaff, Arizona 86001.

Project General Scope: Project scope is to provide preliminary design documents and construction documents including space programming and planning for the construction of the two buildings on the existing campus with site improvements.

Building # 4 is an Approximately 20,000 g.s.f. prefabricated metal building for heavy road equipment storage & repair Barn with supplies storage areas. Building to have heating and ventilation as requirement for repair garage as well floor drainage with oil separators. Oversized roll up doors for driving heavy equipment through. Buildings are like other buildings on the existing campus.

Construction Delivery Method: The project's construction delivery method is undetermined currently and may be either CM at Risk or Design Bid Build.

Project Budget: The overall project's hard construction budget is:

Building # 4 Equipment Barn: \$ 8,200,000.00 for 20,000 g.s.f. building with all site work and building construction including contingencies and FF&E. Considerations for a repair garage for special ventilation, and electrical systems are for a minor equipment repair garage.

Project Schedule: The project preliminary schedule is as follows with an anticipated NTP of July 2025:

- 1 month for surveys and programming
- 2 months for schematic design
- 4 months for design development
- 4 months for construction documents
- 2 months for Plan review and permits.

Scope of Work and Fee Proposal Approach: The project scope and fees proposal will be in two phases. Phase 1 is for Pre-Design through permits.

Basic Services

Basic Services Scope of Work Summary: DLR Group proposes to provide the basic design services for Architectural, Structural, Mechanical, Plumbing and Electrical systems for Pre-Design and Schematic Design phase through design development phase, Construction Documents.

Additional Services & Consultants Services

Scope of Work for Additional Services: We propose giving the following additional services as described below.

3.1.1.1 Detailed Space Programming: DLR Group Will meet with City and Public Works user groups to develop a detailed space program to be a baseline for a concept plan layout for the building. The program documents will use City Space standards. The Programming phase will aid the development of a conceptual design through one workshop meeting process to decide the most proper design to meet the needs of the Owner. Included will be a “rough order of magnitude “probable opinion of cost.

3.1.3.0 Measured Drawings: Measured drawings will not be provided.

3.1.4.1 Site Survey: Consulting survey services will be contracted with Peak Consulting Group to provide a survey for the facility expansion area, encompassing the areas of construction.

3.1.4.2 Geotechnical Soils Report: A geotechnical soils investigation report will be provided with consulting services from Speedie and Associates for the area of construction expansion.

3.1.5.0 Site Evaluation and Planning: The existing site and building locations have been established, therefore site evaluation services are not provided.

3.1.5.1 On-Site Design Phase Meetings: DLR Group will provide onsite project representation for the support of the architects and engineers building design services. The duration of design by weekly meetings will be 8 months. DLR Group will provide an onsite representative once every other meeting to attend the design meetings and other activities as requested by the Owner. At the alternate meetings attendance will be virtually.

3.1.5.2 Phased Delivery: DLR Group will provide the design bid packages in a single bid package approach to accommodate the building of the entire project.

3.1.6.1 Building Information Modeling (BIM): DLR Group will be using Revit for the preparation of the drawing documents with a part of the work using AutoCAD. DLR Group will not be responsible for providing or for the development of or the maintenance of a Building Information Model (BIM). In the event the General Contractor wants to use the DLR Group prepared Revit Model to further develop into a BIM for their sole use the General Contractor and DLR Group will negotiate an agreement for the use of the Revit model.

3.1.7.6 Civil Design New Building: Consulting Civil Engineering services with Peak Civil Engineering to prepare a grading & drainage plan, Storm Water Pollution Prevention Plan (SWPPP), Site Utility Plan, Paving Plan and Fire Lane Plan.

3.1.8.1 Landscape Design: Not Provided

3.1.8.2 Alternative Designs: Not Provided.

3.1.8.3 Phased CM at R, GMP Packages: There will only be 1 GMP's package for this entire project if the city uses a CM at R delivery process. For civil site development work and infrastructure with the building.

3.1.9.1 Interiors & Signage Design: Not provided

3.1.9.2 Furniture, Furnishings, and Equipment Design: Not provided

3.1.10.1 Value Management: DLR group will actively take part in value management workshops at schematic design and design development.

3.1.11.1 Opinion of Probable Cost: DLR Group will provide an opinion of probable cost at the conceptual design phase and the schematic design phase. Detailed construction cost estimates will be prepared by DLR Group for the design development and 50% construction documents phases in preparation of the CM at Rs preparation of the GMP for construction or design bid build construction.

3.1.12.0 Basic Services Construction Administration: Not provided

3.1.12.1 Part Time on site Representation: Not provided.

3.1.13.0 Conformed Construction Documents: Not provided.

3.1.14.1 Start-Up Assistance: Not provided

3.1.15.0 As-Constructed Record Drawings: Not provided.

3.1.16.0 Post Occupancy Warrantee Evaluation: Not provided.

3.1.17.0 I.E.C.C. Commissioning: Not provided

3.1.20.1 Telecommunications/Data Distribution Systems Design: DLR Group will provide design services for the following:

- Design interbuilding telecommunications services tied into existing infrastructure or from service provider to new building.
- Coordination and design of Main Telecommunications Room and Intermediate Telecommunications Rooms. These rooms will be coordinated with the Architectural Team of proper size and locations to service the facility and be within lengths to follow EIA/TIA cabling standards. Coordination with the City of Flagstaff IT Department with respect to active electronics for adequate rack space with the rooms. Coordinate power requirements and heat loads with Electrical and Mechanical Engineers for proper electrical and cooling needs.
- Design intrabuilding backbone pathways and cabling for connectivity between the MDF and IDFs.
- Coordinate pathways and locations for network connections throughout the facility.
- Flagstaff I.T. will provide all detailed information for data systems distribution requirements preferences and desired Specification. System to be designed to conform with the Owner's standards and provide terminations for data drops and punch downs in rack in the M.D.F and I.D.F. rooms. System design does not include servers, PCs, or any other equipment. The complex facility radio system or a mobile phone repeater system is not included in these services provided by DLR Group.

3.1.20.2 Access Control Security Systems Design: DLR Group will provide design services for the following: Design access control card reader system design services tied into existing infrastructure or from service provider to new building.

3.1.20.3 Audio Visual Systems Design: Not provided.

3.1.22.0 Commissioning: All commissioning services related to LEED-Silver, sustainable design or any other operation requirements are not included in this contract and will be provided by the Owner.

3.1.23.1 Life Cycle Cost Analysis: Not provided

3.1.24.1 LEED-Silver Sustainable Design: Not provided.

3.1.24.3 Energy and Renewable Analysis: Using design simulation and analysis software, DLR Group will provide energy and carbon reduction strategies that align with the City's climate action plan. Our onsite solar analysis will also explore the site's renewable energy production potential and propose a path for either rooftop or ground mount solar readiness, if applicable.

3.1.29.0 Fire Protection, Sprinkler and Fire Alarm System Design: DLR Group will provide design services for "deferred submittal" fire protection fire sprinklers and fire alarm system design and specifications within the basic services. Currently the city of Flagstaff requires a "deferred submittal" design for fire sprinklers systems; therefore, full design fire sprinkler design services are not included. The fire sprinkler "Deferred Submittal" process is where DLR Group will provide performance-based specifications and fire riser diagrams for design criteria. The General Contractor's fire sprinkler contractor will use this criteria and applicable code requirements to develop the final construction documents and gain approval from the AHJ prior to construction.

3.1.29.1 Smoke Management Design: Not provided.

3.1.30.1 3D Rendering Computer Generated Models: Not provided.

3.1.31.1 Special Inspections: Not provided.

3.1.32 Construction Materials and Soils Testing: Not provided.

Project Reimbursable Expenses

Reimbursable expenses have been estimated for each phase of design and construction based on current unit cost including DLR Group 10% mark-up cost. Consultant expenses billed to DLR Group will be passed on to the Owner for reimbursement. Fees for development plan review, building plan review, permits and applications will be paid directly by the Owner.

Services Compensation

We propose to give the above basic services, consulting services and added services for compensation as follows:

Building # 4, Scope	Fee
Pre-Design Thru Permit Documents	\$ 402,237

Additional Provisions

Applicable authority regulations, standards and codes that will apply to this project are as follows. The Authority Having Jurisdiction (AHJ) will be the city of Flagstaff.

1. The project is found within the incorporated area of the City of Flagstaff, Arizona and as such the following City of Flagstaff adopted codes that are used:
 - a. 2018 editions of International Building Code (IBC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Energy Conservation Code (IEC). With amendments
 - b. 2017 NFPA 70 / National Electric Code (NEC). With amendments
 - c. ICC A117.1-2017 Accessible and Usable Buildings and facilities.
 - d. 1997 Uniform Code for the abatement of dangerous Buildings
 - e. 1997 Uniform Administrative Code.
2. The project design must also meet applicable requirements as follows:
 - a. (MAG) Uniform Standards for specifications and drawings
 - b. County of Flagstaff Supplements and amendments to the latest revisions of the MAG.
 - c. Coconino County Engineering Standards
3. DLR Group produces design work using "Revit" At completion of construction phase drawings will be converted to AutoCAD format compatible files. AutoCAD conversion docs will be delivered in electronic DVD format.

Sub-Consultants:

DLR Group is an integrated design firm with architects, engineers and specialty services provided “in-house” for all architectural services, interiors, structural engineering, mechanical engineering, plumbing engineering, electrical engineering, and special systems design services.

Our sub-consultants for this project are as follows:

Thomas Smith, PE
tom@peakegr.com P 928.774.4046
Peak Engineering Inc.
Civil Engineering and Surveying
201 E Birch Ave #3,
Flagstaff AZ 86001

Kenneth Euge
keuge@speedie.net P 602.997.6391
Geotechnical Engineering
Speedie and Associates
3331 E. Wood St.
Phoenix Az 85040

Thank you for this opportunity to be of service and we look forward to working with the city of Flagstaff and the Public Works Department.

Sincerely
DLR GROUP



Larry J. Smith, AIA
Architect / Principal

Encl:

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Contract 204226ROQ (44 pages)
2. Contract Amendment (1 pages)

Contract 204226ROQ On-Call Architectural Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and DLR Group, (Contractor), whose primary address is 6225 N. 24th St. Ste. 250, Phoenix, AZ 85016

1. **CONTRACT TERM.** The resultant contract term will commence on March 28, 2021 and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

4. PRICING

4.1 Most Favored Customer Pricing.

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 All-Inclusive Pricing.

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and



profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

4.7 Travel.

Contractor shall get written approval prior to any travel under the contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in County's travel policy.

Contractor shall itemize all per diem and lodging charges. The County's travel policy may be located at <http://www.pinalcountyz.gov/Purchasing/Pages/DoingBusiness.aspx>. The County shall reject any claim for travel reimbursement without prior written approval.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Pricing Response Form

A pay request form may be required as well as an invoice. If required, the pay request form will be provided to the consultant for use with each request for payment.

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)

- f. Other Contract Exhibits
- g. Orders, in reverse chronological order

10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

13. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Lorina Gillette	Name: Hans Papke
Address: PO Box 1348 Florence, AZ 85132	Address: 6225 N. 24th St. Ste. 250 Phoenix, AZ 85016
Title: Procurement Officer	Title: Project Manager
Email: Lorina.Gillette@pinal.gov	Email: hpapke@dlrgroup.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where



an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to

Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

- (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
- (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
- (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

- 14.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County



makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if

that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
- b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 18.5 "Right to Offset."

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15. CONTRACT CHANGES.

- 15.1 Contract Amendments. The contract is issued under the authority of the County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
 - b. Revision to Procurement Officer appointment or contact information; or
 - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

- 16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.



16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those

limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor’s work or service.

(3) Workers’ Compensation and Employer’s Liability.

Workers’ Compensation Employer’s Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor’s policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(2) Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



- e. **Verification of Coverage.** Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract 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 County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements 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 County’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.
- f. **Subcontractors.** All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. **Approval and Modifications.** The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 **Basic Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers’ compensation laws; and/or
- c. Arise out of a Contractor indemnitor’s failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees’ own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.



- 16.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:
- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
 - b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
 - c. County may elect to participate in such action at its own expense; and
 - d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.
- 16.5 Force Majeure.
- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
 - b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
 - c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

- 17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
 - b. Be free from defects of material and workmanship;
 - c. Conform to or perform in a manner consistent with current industry standards; and
 - d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all

information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

- (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)
NOTE: For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.
NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
- c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
- (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;
 - (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

- 17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.
- 17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY’S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County’s rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully

constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

- a. Comply with any requirement, term, or condition of the contract;
- b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
- c. Make satisfactory progress in carrying out the work; or
- d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

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

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

DLR Group
6225 N. 24th St. Ste. 250
Phoenix, AZ 85016

BY: Stephen Q. Miller
(Name)

BY: LARRY J. SMITH
(Name)

Chairman
(Title)

PRINCIPAL
(Title)


(Signature)


(Signature)

DATE: March 24, 2021

DATE: 1-15-21

Approved as to Legal Content:

 1/17/21
Pinal County Attorney's Office (Date)

Exhibit A
Scope of Work (SOW)

The Responder shall adhere to the following minimum specifications, performance requirements and all terms and conditions within this solicitation.

1 Architectural Design Services

- 1.1 Ability to design and integrate new construction projects that conforms to current codes and standards while maintaining architectural compatibility to the county.
- 1.2 Contractor may be required to abide by Minority & Disadvantaged Business Enterprise practices during the term of the contract for federally funded projects.
- 1.3 This contract does not include services for landscape architecture.



204226ROQ Contract Exhibit B
Negotiated Pricing

On-Call Architectural Services
DLR Group

Submit fee schedule in accordance with the sample below. Respondent may provide a table of costs based on expertise of employee i.e. classification / title.

Item	Classification / Title	Average Hourly Rate	Overhead (maximum 150%)	Net Fee (maximum 10%)	Total Hourly Rate
1	Project Manager (Discipline Leader)	\$ 83.44	\$ 124.33	\$ 20.78	\$228.54
2	Project Engineer or Architect	\$ 61.20	\$ 91.19	\$ 15.24	\$167.63
3	Staff Architect or Engineer	\$ 51.92	\$ 77.36	\$ 12.93	\$142.21
4	Professional Support	\$ 40.80	\$ 60.79	\$ 10.16	\$111.75
5	Technical	\$ 31.52	\$ 46.96	\$ 7.85	\$86.33
6	Clerical	\$ 20.40	\$ 30.40	\$ 5.08	\$55.88
7					
8					
9					
10					
11					
12					
13					

Exhibit C
Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

November 20, 2020

Pinal County
Attn: Lorina Gillette, CPPB
31 N. Pinal Street, Building A
PO Box 1348
Florence, AZ 85132



Re: Request for Proposal #204226ROQ

Dear Lorina Gillette and Members of the Selection Committee:

On behalf of DLR Group, we are pleased to present our qualifications to Pinal County to provide on-call architectural services countywide for the 2021-2022 contract.

DLR Group is an integrated full-service architectural, engineering, planning, and interior design firm with 30 offices across the country and abroad. Locally, DLR Group has over 26 registered architects and employs nearly 100 design professionals in our Phoenix office. The On-Call contract will be led by Larry Smith from our Phoenix office, who will serve as the main point of contact, augmented by a carefully assembled team of experts ready to provide services for specific tasks as they arise. We have had the privilege of working on over **50 On-Call/IDIQ Government projects in the past ten years** with clients and are accustomed to managing task orders of all sizes.

Our team offers the following advantages to Pinal County :

Local, Qualified Team of Experts. DLR Group currently ranked #3 in the Phoenix Business Journal's book of lists as the largest Architectural firm in Arizona with 26 registered architects practicing here in the Valley of the Sun. Our proposed team of experts have been selected to meet your needs as outlined in your solicitation, from public safety and cultural work to tenant improvements and many other uses, DLR Group has you covered as a one-stop for design services. Over the decades, we have provided architectural and engineering services for well over 2,000 facilities, small and large, in Arizona, including several recent projects throughout Pinal County. Our long-term stability as an employee-owned firm has allowed us to weather the challenges of the current COVID-19 pandemic.

Ability to Hit the Ground Running. Our proposed team of experts are ready to tackle your next project and are recognized industry experts in their respective disciplines. Additionally, our local team is supported by other firm specialty services as needed.

Civic, Public Safety and Cultural & Performing Arts is what we do. Year in and year out DLR Group is consistently ranked as one of the top Government (#2 in 2019 BD World), Cultural (#1 in 2018 BD World) and overall in the United States (#6 in 2019 BD World).

DLR Group promises to apply every resource to deliver a level of service and design that will exceed your expectations. We look forward to the opportunity to meet your selection committee, further discuss our qualifications and show our enthusiasm.

DLR Group also acknowledges that we have received and reviewed the following addendums:
- Addendum No.1, dated November 12th, 2020.

Respectfully submitted,

DLR Group
Larry Smith, AIA
Principal | Principal in Charge
m: 602-999-9693 | e: lsmith@dlrgroup.cm

204226ROQ On-Call Architectural Services

Questionnaire – On-Call Architectural Services (Q-14BD)

Question Set – Qualifications/Experience

1.0.1 Experience & history of key personnel working on comparable projects/contracts. Include qualifications and education of both key personnel and support staff.

“Experience and History of DLR Group — DLR Group is a comprehensive architectural and engineering design and planning firm. We have been providing service in Arizona for more than 100 years. We have completed projects in every County in the State! Today, our Phoenix and Tucson offices have more than 85 professional staff members including: architects, mechanical, electrical and structural engineers, construction administrators, CADD and REVIT (building information modeling) specialists, landscape architects, and interior designers.

We are Ideal for On-Call Projects — As Phoenix’s third largest architectural firm, DLR Group’s in-house experts work on all levels of design: Planning, Assessments, Master Plans, Feasibility Studies, Renovations, Tenant Improvements and Cost Estimating among many others.

Our wide range of project expertise offers a depth of perspectives, materials, products and systems knowledge unmatched by firms focused on only a few facility types. We provide architectural and engineering services for a wide variety of building types for municipal clients, as well as K-12, higher education, corporate office, justice, retail and sports facilities.

Project Experience:

Most recently our team completed the Maricopa County Attorney’s Office in Phoenix. Formerly known as the Madison Street Jail constructed in 1985, this was a unique opportunity to resurrect a decommissioned jail facility that has been vacant for 10 years and repurpose into an adaptive re-use, Class A office building. Our team also worked on the University of Arizona Arts District Master Plan in Tucson. This was a strategic master plan that called for integrating the arts throughout the university experience in order to establish Arizona as an arts destination. DLR Group worked on a 10-year master plan that envisions the facilities required to ensure all students have meaningful experiences in the arts.

Our team also has extensive experience with the Agua Fria Union High School District. The project comprised a new 231,000-SF high school. Sustainable design includes adoption of a new approach called Viewing Architecture through the Lens of User Experience for Sustainability. DLR Group provided planning, architecture, engineering, and interiors services. Additional task orders from Agua Fria included:

- Master Plan Phase I & II*
- Agua Fria High School Chiller Replacement*
- (2) 500 Ton Water Cooled Chillers*

- *Desert Edge Field House*
- *Canyon View Emergency Repair*
- *Agua Fria High School Energy Saving Study*
- *Agua Fria High School Commissioning*
- *Agua Fria High School LEED Certification*
- *Agua Fria Furniture Selection and Procurement*
- *Agua Fria High School No. 5 Redesign*

In Pinal County, our team has worked on the Pinal County Court Expansion in Central Arizona after they experienced a tremendous growth over the last decade calling for additional improved judicial space to serve the growing population. The four-story addition required demolition of the existing one-story clerk open office space to make room for the expansion. DLR Group's design grows out of their previous judicial master planning efforts and adds six hearing rooms along with support for administrative services. Additionally, the expansion project consolidates the Conciliation Court Services from an aging facility in Coolidge, Ariz. to better serve clients and expedite case processing.

In Florence, Arizona, our team is currently working on the Pinal County Attorney's Office Master Plan & Addition, a new five-story, 56,000 SF building with a pedestrian bridge connecting the existing Superior Courthouse. The design of the Pinal County Attorney's Office came from a strict demand for adaptation. Every aspect of its form and composition derived from natural forces. As such, it is like the saguaro.

Another example of our local influence is the Pima Community College Center for Excellence for Applied Technology in Tucson. Pima Community College is investing in a new Center of Excellence for Applied Technology at their downtown campus. The Pima Community College Center of Excellence for Advanced Technology is a complex of two state-of-the-art buildings. The 43,000 square feet Transportation Center includes a total of 27 vehicle work bays including 10 EV-ready, 3 heavy transportation, 3 OEM labs, and spaces for testing and diagnosis of electrical vehicles, faculty offices, classrooms, a dynamometer room, and ample equipment storage. DLR Group is providing architecture, interior design, electrical engineering, structural engineering, information technology, acoustics, and education technology services.

There are times when the County will use the open-end contracts to rapidly deploy a team to address an immediate crisis – major mechanical malfunction in a critical building; potential building life safety concern, temporary shelter for natural disaster. DLR Group consists of over 1,200 people across our 29 offices in the U.S. If we feel the need to leverage our outside offices, we will relay that concern to our senior management to allow our Phoenix office to deploy a special team to respond to that issue. A great example was the response we provided to Joplin, Missouri after an EF-5 rated tornado destroyed the city and several of their school buildings. Our Kansas City office quickly mobilized a K-12 team to work with the city and school district to develop plans for a school replacement in time for the next academic season.

We also assisted in converting several warehouses into temporary schools to allow the academic calendar year to continue. In the current COVID-19 pandemic, our Seattle

office deployed a team assisted by our health care staff in Cleveland to develop mobile hospital units on a soccer field to handle the overflow of patients in the medical system. This task was highlighted on numerous national media networks.

Providing the correct professional expertise for a task order — Nothing results in a failed project than not having the right expertise for a project. From planning and designing a new, expanded or renovated fire station, recreational center, family shelter, homeless shelters, or detention center, we can ensure you that the right personnel with the level of expertise for that building type or service discipline will be assigned to your task order.

Scheduling pre open-end contract meetings — One of the best lessons learned from previous task order contracts is to schedule a face-to-face or virtual meeting with the client immediately after receiving a task order to fully understand the scope, budget and schedule. This will be a hands-on meeting where we will bring the expert for that task order and together, we'll work with you and your staff to ensure that our first submission for scope and fee correctly reflects the anticipated service for that task order. Too often I've heard where it takes longer to sign off on a task order agreement than it takes to execute the task order itself due to misunderstanding on the nature of the work. This meeting allows clarity to be brought to the team members so that our work can start in a timely manner without continuous back and forth negotiations.”

1.0.2 Familiarity of key personnel with municipal, local and state government standards.

“Experience and History of DLR Group — Our key team members have successfully worked in Pinal County for a number of years. They understand and appreciate the local environment and can hit the ground running on any project the County might offer. They are well versed in delivering a wide variety of project types for a variety of market sectors, making them ideal to service the Pinal County on-call contract(s). In our recent history, we have completed several projects in Pinal County including elementary schools, high schools, correctional facilities, markets, community colleges, healthcare, wellness and nursing facilities. Those have included:

- Florence Crime Lab Assessment*
- Pinal County Adult Detention Kitchen*
- Pinal County Attorney's Office*
- Master Plan*
- Office Addition*
- Pinal County Court Expansion*
- Pinal County Courts Master Plan*
- CCA Correctional Facilities (approximately 10 projects)*
- Apache Junction Unified School District On-Call/5-Year services contracts including design services for two high schools and one elementary school*
- J.O. Combs Unified School District On-Call/5-Year services contracts.*
- Queen Creek Unified School District*
- Gila River Indian Community's Skilled Nursing Facility, two Dialysis Centers, a Wellness and Multi-Purpose Facility and Domestic Violence Shelter*
- San Tan Campus Facility for Central Arizona College*
- Ak-Chin Indian Community, Vekol Market*

PROJECT MANAGEMENT & RESPONSIVENESS

DLR Group has a history of success with various government agencies that is built on trust and mutual respect. We have delivered over 50 IDIQ projects in the past ten years with clients across the nation, encompassing a wide range of facility types. We bring collective expertise in master planning, designing and delivering civic buildings and landscapes that elevate the human experience for communities across Arizona and the Southwest.

Managing multiple task assignments under the On-Call Contract

Larry Smith will act as the main point of contact for Pinal County as a Principal in the firm, Larry has at his disposal over 26 registered architects and 70 design professionals in the Phoenix and Tucson office to assist task orders ranging from small tenant improvements to complex renovations. Larry will ensure that staff is allocated and committed for the duration of the project to meet the needs of each Pinal County assignment.

Providing expedited services on requests for proposals and deliverables

The coordination between various disciplines as well as all communication and coordination with Pinal County will be the responsibility of our designated project manager - Hans Papke. Hans has at his disposal the capacity to deploy the necessary resources to provide the unique expertise required to complete the specific task order issued.

As an integrated design firm DLR Group provides, in addition to planning and architecture services, most major engineering disciplines "in-house". This integration of services provides us enhanced abilities to keep a tight grasp on quality control and coordination for all our projects.

Providing quick turn-around times to inquiries

Central to the success of any project is communication and it's at the core of our project approach. Good communication includes attentive listening, including being attentive to the subtle differences individual constituencies may have in terms of needs, desires and budgets. Our team understands we will be working on behalf of Pinal County in order to fulfill the County's objectives for a successful project. To ensure clarity of communication we focus on:

- Single point of contact*
- Timely responsive record keeping*
- Proactive mindsets of our A/E team*
- Agenda based meetings*
- Built-in redundancy allowing DLR Group to provide immediate service from the word 'go.' Principal in Charge, Larry Smith, is always available to communicate comments or concerns.*

Prioritizing staffing in relation to importance of assigned projects and schedule requirements We will staff the On-Call Contract with DLR Group Architects, Project Designers, Project Managers, Interior Designers, Historic Preservationist and LEED Accredited Professionals. Our integrated team has been selected based upon their technical expertise and experience with Pinal County. As a Project becomes available, we will review the scope and schedule to determine what additional staff may be required to service the Project. We will determine availability first with our partners, and then build our team to meet the Project objectives. The selected team has availability within the next two years to commit to any upcoming project.”

1.0.3 Explanation of how firm handles private sector and public sector contracts to avoid potential conflicts of interest.

“Private Sector/Public Sector Conflicts of Interest — We have successfully built our business within both the private and public sector without any complications in the past 100 years we have been established in Arizona.

With the team that we’ve proposed, the depth of all of our experience has been with nothing but government and private sector contracts. We understand the procurement process set up by State and County procurement law and we plan to follow and abide by all the state procurement code process. Throughout Larry’s entire career, he has never had a conflict of interest raised for any project or client. We will apply nationally accepted best practices learned from our involvement with similar projects to ensure the project allows Pinal County to best fulfill its mission and vision.”

November 20, 2020

PROPOSAL
**On-Call
Architectural Services**

Pinal County
Request for Proposal #204226ROQ
KEY PERSONNEL



DLR Group

6225 North 24th Street, Suite 250
Phoenix, AZ 85016
602/381-8580

[listen.DESIGN.deliver](https://www.dlr.com)

Larry Smith

AIA, Principal, DLR Group

Project Role

Principal in Charge



About Larry

Larry is a civic design expert with more than 45 years of experience designing civic, justice, and public building projects. Larry has a clear understanding of the public-sector and governments goals in planning and implementation of justice development projects. This experience coupled with a thorough operations understanding of the Justice/Courts/ Detention/Law enforcement operations and internal governmental political requirements, has proven a successful baseline for Larry in managing these complex justice projects. This success has afforded Larry with continuing client relationships and decades of repeat work.

36 years of total experience.
8 years with firm.

Worked on **12** CMAR projects.

Worked with County Clients in Arizona since 1976.



Relevant Experience

- Yavapai County Jail Needs Assessment; Prescott, AZ
- Pinal County; Florence, AZ
- Courthouse Expansion
- Attorney's Office Building
- Detention Facility and Expansion*
- Juvenile Justice Facility*
- New County Courthouse*
- Larimer County Jail Expansion; Fort Collins, CO
- Graham County Jail; Safford, AZ
- Kern County Justice Facility; Bakersfield, CA
- Tulare County Detention Center Expansion; Porterville, CA
- Adams County Mental Health Unit Detention Center; Brighton, CO
- Kings County Jail Expansion; Hanford, CA
- Maricopa County, Phoenix, AZ
 - Sheriffs Female Detention Facility*
 - Southwest Regional Courts*
- State of Colorado Department of Youth Services Statewide Facility Assessment and Master Plan
- Maricopa County, Phoenix, AZ
 - Sheriffs Female Detention Facility*
 - Southwest Regional Courts*
- Santa Cruz County Jail and Courts, Nogales AZ*
- Mohave County Sheriffs Adult Detention Facility; Kingman, AZ*

*Completed in prior association

Professional Highlights

Education

Bachelor of Architecture, Phoenix College

Registration & Licensing

Registered Architect: AZ -18959
+1 additional state

Professional Affiliations

American Institute of Architects

Hans Papke

AIA - DLR Group, **Main Point of Contact**

Project Role

Project Architect



About Hans

Hans is an AIA registered architect with 13 years of experience in architecture and design. He has been involved in all aspects of architectural practice, including client meetings, programming, conceptual design, design development, consultant meetings, construction documentation, permitting and construction administration. Most recently Hans serves as Project Architect on several LEED certified projects using Building Information Technology (BIM) and other 3D applications. He has successfully worked with multi-disciplinary teams on fast-track and design-build projects that require architectural coordination for cost-estimating throughout the design phases.

10+ years of experience in project management and planning.

3 years of experience at DLR Group.

Professional Architect registered in **Arizona** **Colorado**.



Relevant Experience

- Maricopa County Attorney's Office; Phoenix, AZ
- Pinal County Attorney's Office Addition; Florence, AZ
- MIHS Maryvale Alternative Project; Phoenix, AZ
- Loudoun Water Treatment Plant Administration and Training Facility; Loudoun, VA*
- Goleta West Sanitary District Administration Facility Remodel; Santa Barbara, CA*
- Central Los Angeles Recycling and Transfer Station (CLARTS), Master Plan Development and Administration Building Remodel; Los Angeles, CA*
- Trinity River Authority Administration and Training Facility; Houston, TX*
- Solana Beach Transit Center Parking Structure Master Plan; Solana Beach, CA*
- New Belgium Brewing Process Water Treatment Plant; Asheville, NC*
- Lake Berryessa Recreation Area Feasibility Study; Napa County, CA*
- San Diego Pump Station, Santa Fe Irrigation District, San Diego, CA*
- Reverse Osmosis Process Facility, Amazon Data Center; Umatilla County, OR*

*Completed in prior association

Professional Highlights

Education

B. Architecture: University of Arizona

Registration & Licensing

Architecture: Colorado and Arizona
NCARB: 365143

Professional Affiliations

American Institute of Architects (AIA)

Megan Duffy

NCIDQ, LEED-CI, Senior Associate, DLR Group

Project Role

Interior Design Leader



About Megan

Megan has nearly 20 years experience in interior design and planning services for public and private sector clients. As Interior Design Leader at DLR Group, Megan takes pride in her role as a seasoned designer and mentor and takes on every project with enthusiasm and confidence. While believing that passion, patience and professionalism are a few main ingredients for success, Megan's team-player mentality has earned her respect from peers and clients alike. She appreciates every step of the design process, from the initial stages of client consultation, programming and space planning, to design development, branding, bid and permit, and construction administration.

Her current work on the Maricopa County Madison Street adaptive reuse project allows her to incorporate all her skills and insight into a large and complex project that will ultimately revitalize the downtown urban core of Phoenix.

19 years of experience in commercial interior planning and design.

4 years of experience at DLR Group.

Professional Interior Designer registered in Arizona.



Experience

Agua Fria Union High School District, Avondale, AZ

Canyon View High School

Yuma Union High School District, Yuma, AZ

Kofa High School Renovation

Arizona State University, Tempe, AZ

Carson Center Programming Study & Renovations

Following facility programming services, ASU hired DLR Group to complete the renovations of the third-floor of this student athletics center.

Nursing Building Core & Shell + Floors 1-3 Tenant Improvement*

Nursing Building 4th Floor Tenant Improvement*

Devils' Den Renovation*

Maricopa County, Phoenix, AZ

Madison Street Adaptive Reuse

The County needed to assess the condition and potential for the old Madison Street jail building which has been vacant for the past decade.

The 278,000 SF facility not only is being re-invented as a Class A and B office complex, but the building assessment and recommendation to renovate ultimately saved County taxpayers nearly \$10 Million in unneeded demolition of the building.

Gateway Community College, Mesa, AZ*

Incubator Building for bioscience research

New Integrated Education Building; including life/physical science labs

*Completed in prior association

Professional Highlights

Education

Master of Interior Preservation & Conservation,
Bachelor of Interior Design,
Michigan State University

Registration & Licensing

NCIDQ Certified
LEED Accredited Professional

Professional Affiliations

U.S. Green Building Council

Tom Roth

AIA, LEED AP - Senior Associate, DLR Group

**Professional Highlights****Education**

Master of Architecture, Arizona State University
 Bachelor of Science (Architecture),
 Arizona State University

Registration & Licensing

Registered Architect: AZ -57895 + 2 additional states
 NCARB -85246
 LEED Accredited Professional

Project Role

Architectural Designer

About Tom

With over 25 years of experience working with justice clients at the federal, state, and municipal level, Tom is nationally recognized for the design, planning, and programming of correctional, detention, and public safety facilities. He is accomplished in managing the architectural design and production process from conception through completion, and into construction administration support to contractors. Tom has an exceptional talent with regards to sustainable solutions that are outstanding and innovative in design while responsive to program and cost requirements. He is a key member of DLR Group's Justice team.

Relevant Experience

La Vista Police Facility; La Vista, NE
 Bay Village Police Facility; Cleveland, OH
 Morgan County Justice Center & Jail Facilities Assessment and Master Plan;
 Fort Morgan, CO
 Larimer County Jail Expansion; Fort Collins, CO
 Mesa County Jail Expansion; Grand Junction, CO
 Maricopa County, Madison Street Jail Adaptive Reuse/Attorney's Office; Phoenix, AZ
 Graham County Jail; Safford, AZ
 Maricopa County Intake, Transfer, and Release Jail; Phoenix, AZ*
 Pinal County Adult Detention Kitchen Facility; Florence, AZ
 Pinal County Attorney's Office Master Plan; Florence, AZ
 Jefferson County Sheriff's Detention Center Master Plan; Golden, AZ
 ASPC Lewis Prison Upgrade Design; Buckeye, AZ
 Mohave County Jail Study; Kingman, AZ

*Completed in prior association

Terry Wohlgemant

CIPE, BEMP - Senior Associate, DLR Group

**Professional Highlights****Education**

Associate of Arts, Phoenix Institute of Technology,
 Phoenix Community College

Registration & Licensing

Building Energy Modeling Professional (BEMP)
 American Society of Heating, Refrigerating and Air
 LEED Accredited Professional

Project Role

High Performance Designer

About Terry

Terry brings a distinct expertise to the Phoenix mechanical engineering team. As a designer with more than 2 decades experience, his project understanding spans every market sector including commercial office complexes, retail facilities, hotels, resorts, municipal and county/state facilities, and educational facilities.

Relevant Experience

Paradise Valley Unified School District, Phoenix, AZ
 Elementary School #33
Cherry Creek School District, Greenwood Village, CO
 Cherry Creek Innovation Campus
Embry Riddle Aeronautical University, Prescott, AZ
 Student Housing
Arapahoe Community College, Castle Rock, CO
 Sturm Collaboration Campus
Northern Arizona University, Flagstaff, AZ
 Student Athlete High Performance Center
 Rolle Building Assessment
Northland Pioneer College, Show Low, AZ
 Master Plan
Yavapai Community College, Chino Valley, AZ
 Prescott Campus, Phase 1 - Yavapai College MP - includes Arts Ranch
 Prescott Campus, Phase 2B (Buildings 2&3) - Yavapai College
Higley Unified School District, Higley, AZ
 Higley Center for the Performing Arts
 Higley High School
Agua Fria Union High School District, Avondale, AZ
 Canyon View High School

Carmen Wyckoff

AIA, NCARB, LEED AP, Principal, DLR Group

Project Role

Architect / Education Leader



About Carmen

Carmen has managed educational projects for the past 19 years from Pre-K to Post-Doc and from small storage buildings to new high schools. Carmen brings her experience with local jurisdictions, site planning, and the School Facilities Board to ensure a smooth approval process.

Carmen is meticulous in monitoring all day-to-day activities of the project while working closely with the design team and officials to meet established milestones. Her creativity and problem solving allows her to participate in multiple design tasks with fresh ideas to develop architectural concepts that incorporate functional planning and your goals.

19 years of experience in project management and school facility planning.

5 years with DLR Group.

Professional Architect registered in 3 states.



Experience

- Fort Mojave Indian Tribe, Mohave Valley, AZ**
Anya Itpak Pre-K & Elementary School & Cultural Center
- Queen Creek Unified School District, Queen Creek, AZ**
Silver Valley Elementary School
- Deer Valley Unified School District, Phoenix, AZ**
Sonoran Foothills*
Hillcrest Middle School Modernization
- Tempe Elementary School District, Tempe, AZ**
Tempe Academy of International Studies
- Liberty School District, Buckeye, AZ**
Liberty Elementary School Rebuild
- Bayer Private School, Glendale, AZ**
- Balsz School District, Phoenix, AZ**
Tillman Middle School Rebuild
- Phoenix Union High School District, Phoenix, AZ**
Maryvale High School Gifted & Talented Academy
- Madison Elementary School District, Phoenix, AZ**
Madison Meadows Middle School, Phase 2 Rebuild
- Paradise Valley Unified School District, Phoenix, AZ**
Elementary School #33
Grayhawk Elementary School Renovations
North Canyon High School Special Education Classroom
- Yuma Elementary School District, Yuma, AZ**
Alice Byrne Classroom Rebuild
Palmcroft Maker-Space
Yuma One 2019 Bond Projects
- Agua Fria Union High School District, Avondale, AZ**
Canyon View High School
Verrado High School Field House

Professional Highlights

Education

Bachelor of Architecture, Pennsylvania State University

Registration & Licensing

Architect: AZ (#55053), PA, VA
NCARB License

Professional Affiliations

LEED Accredited Professional
Arizona Board of Technical Registration
Arizona School Facilities Board

David Schmidt

RA, LEED AP BD+C, Principal, DLR Group

**Professional Highlights****Education**

Master of Architecture and Bachelor of Science, Architectural Design, Arizona State University

Registration & Licensing

Architect: AZ #37604

LEED Accredited Professional with Building Design + Construction

Matthew E. Jennings

AIA - Associate, DLR Group

**Professional Highlights****Education**M.S. in Environmental Planning, Urban Design emphasis, Arizona State University
B.Arch in Preservation, Iowa State University**Registration & Licensing**

Registered Architect: AZ #42126, DC, UT

Project Role

Education Project Manager

About David

David has contributed management, planning, design and implementation expertise to K-12 education projects across the State for over 25 years. David received architectural accreditation and LEED accreditation in 2002 and continues to focus his efforts on designing lasting and efficient projects with reduced operational costs, and energy usage that are smart and specific to the clients they serve.

Relevant Experience**Litchfield Elementary School District, Litchfield Park, AZ**

District Support Services Facility
Verrado Elementary School Phase II, Buckeye*
Verrado Elementary School Phase III, Buckeye*
Litchfield Elementary School*
Mabel Padgett Elementary School*
L. Thomas Heck Middle School*
District Office & Auxiliary Classroom Building*
Litchfield Elementary School Remodel*

Tempe Elementary School District, Tempe, AZ

Tempe Academy of International Studies
Laird School (K-8)
Arredondo Elementary School
Maryvale High School Gifted & Talented Academy

Madison Elementary School District, Phoenix, AZ

Madison Meadows Middle School, Phase 2 Rebuild

Paradise Valley Unified School District, Phoenix, AZ

Elementary School #33

Project Role

Historic Preservation

About Matthew

Matt has a special interest in preserving the heritage of our cities and towns. He has worked on a variety of local and national projects where his responsibilities have ranged from archival research to grass roots fundraising to design and project management. As one of the firm's preservation specialists, he is a key member of the preservation and historic tax credit team. His dedication in protecting the integrity of the existing historic fabric provides a valuable asset to any project. Matt was an Architectural Fellow for the National Trust for Historic Preservation, and has performed architectural consulting to the National Trust on a number of projects.

Relevant Experience

Agua Fria USD, Canyon View High School; Waddell AZ
Balsz E.D. No. 31 Tillman Middle School Rebuild; Phoenix, AZ
GSA James A Walsh U.S. Courthouse; Tuscon, AZ
Heard Museum Grand Gallery Renovation; Phoenix, AZ
Madison Elementary School District Meadows Middle School Phase 2 Replacement; Phoenix, AZ
Phoenix Symphony Hall; Phoenix, AZ
Yuma Art Center; Yuma, AZ
GSA, Wayne Aspinall Federal Building and U.S. Courthouse (LEED NC Platinum), Grand Junction, CO
\$14.2 million transformative renovation of a 42,000 SF historic (1918) government building into an exemplar of sustainable design
GSA, Howard M. Metzenbaum U.S. Courthouse; Cleveland, OH
EnergyStar/LEED-NC certified
Architect of the Capitol On Call Services; Washington DC
Bob Hope Patriotic Hall (LEED NC Gold); Los Angeles, CA
Restoration of 85,000 SF 1926 meeting hall

Richard A. Beach

AIA, ASHE, Principal, DLR Group

Project Role

Healthcare Leader



About Richard

Richard's design experience includes new facilities, additions, and renovations in a variety of settings for virtually every building type. He has worked extensively with user groups to define their facility needs and to develop alternative approaches to their planning challenges. Many of Richard's projects have required working with organizations that have complex facility needs, requiring phased approaches to planning, design, construction and occupancy, particularly when maintaining on-going operations is a necessity. He is highly regarded by his clients for responsive service and design.

41 years dedicated to architectural design/planning of healthcare facilities.

Complex phasing expertise with design and construction efforts.

Knowledge resource for project details that lead to innovative solutions.



Experience

Banner Health

- Fort Collins Medical Center Health Center Expansion; Fort Collins, CO
- Fort Collins Medical Center Mammography Suite; Fort Collins, CO
- East Morgan County Hospital CT Replacement; Brush, CO
- McKee Medical Center Pharmacy USP 800 Upgrade; Loveland, CO
- University Medical Center North Campus Urology/OB-GYN Clinics; Tucson, AZ

Desert Senita Community Health Center; Ajo, AZ

- Education Area Renovation
- Exam Room Upgrades
- New Dental Clinic
- New Retail Pharmacy
- Laboratory Renovation

Benson Hospital; Benson, AZ

- G.I. Lab Addition/Renovation
- New Physical Therapy/Rehabilitation Facility
- CT & MRI Enclosure Study for CMMS Compliance

Northern Cochise Community Hospital; Willcox, AZ

- SNF Conversion to Outpatient Services
- Clinical Lab Expansion
- Rehabilitation Services Expansion
- Pharmacy USP 797/800 Compliance/Expansion

Valleywise Behavioral Health Center-Maryvale; Phoenix, AZ

- Renovation of a 260,000 SF acute care hospital to an inpatient behavioral health facility

White Mountain Apache Tribe; Whiteriver, AZ

- Skilled Nursing Facility Programming

*Completed in prior association

Professional Highlights

Education

Bachelor of Architecture, University of Arizona

Registration & Licensing

Registered Architect AZ # 14332

Professional Affiliations

American Institute of Architects
American Society for Healthcare Engineering

Linsey Graff

Assoc. AIA, Senior Associate, DLR Group

**Professional Highlights****Education**

M. of Architecture, University at Buffalo
 B.A. in Interior Design/Pre-Architecture,
 University of New Haven

Registration & Licensing

American Institute of Architects
 Society for College and University Planning

Project Role

Campus Planner

About Linsey

Linsey has dedicated her career to planning and designing learning environments with an emphasis on community outreach, design education, diversity, and inclusion both within academic communities and within the profession of architecture. She has served as both an institutional representative as well as worked in private practice. As a campus planner, Linsey has engaged with multiple universities to develop campus plans, sustainability plans, and strategic visioning.

Relevant Experience**Cochise College District; Sierra Vista, AZ**

Master Plan

Lowell Observatory; Flagstaff, AZ

640 Acre Master Plan

Moreno Valley College; Moreno Valley, CA

Comprehensive Master Plan

Morris College; Sumter, SC

Campus Master Plan

Norco College; Norco, CA

Facilities Master Plan

Phoenix College; Phoenix, AZ

Master Plan Services

Santa Monica College; Santa Monica, CA**University of Arizona; Tucson, AZ**

Arts District Master Plan

David Anderson

PE, LEED AP - Senior Associate, DLR Group

**Professional Highlights****Education**

Bachelor of Science, Mechanical Engineering,
 University of Nebraska

Registration & Licensing

Engineer: AZ #37111 + CA, CO, IA, NE, SD, WY

Project Role

Mechanical Engineer

About David

Dave's involvement in the project as mechanical engineer includes the selection of equipment capable of meeting the design requirements, coordination between architectural aesthetic requirements and mechanical systems, calculations of heating and cooling requirements and calculations of required ductwork and pipe sizes. His ability to discuss mechanical systems in layman's terms with our clients has been invaluable. Dave is also heavily involved in working with project teams to find the most cost effective, efficient, sustainable design solutions for their projects.

Relevant Experience**Arizona School for the Deaf and Blind; Phoenix and Tucson, AZ**

Phoenix Day School for the Deaf - New Middle/High School

AZ School for the Deaf and Blind - New Student Health Center/Voc Ed Building

Agua Fria Union High School District; Goodyear, AZ

Agua Fria High School #5

Energy Saving Study

EVIT Health Science Center Addition; Mesa, AZ**Deer Valley Unified School District; Glendale, AZ**

Boulder Creek High School

Boulder Creek High School Crime Lab

Sandra Day O'Connor High School

Transportation Maintenance Facility

Higley Unified School District; Gilbert, AZ

Chaparral Estates Elementary School (K-8)

Higley Center for the Performing Arts

Kingman Unified School District; Kingman, AZ

Lee Williams High School

White Cliffs Middle School

Radames Cocco

PE, LEED AP - Principal, DLR Group

Project Role

Electrical Engineer



About Radames

With 25 years of electrical design experience, Radames has worked extensively in both the new construction and renovation arenas. Together with DLR Group's team of designers and technicians, he has developed design solutions for projects in a broad range of market sectors, including cultural + performing arts, healthcare, workplace, education, and light Industrial. Radames is passionate about collaborating with architects, owners, managers, and contractors, as well as designing electrical power systems suited to clients' current and future needs.

Relevant Experience

Barbara Antonsen Memorial Park Amphitheater; Sedona, AZ
University of California - Berkley; Berkley, CA

Department of Theater, Dance, and Performance Studies Master Plan

University of Mary Hardin-Baylor; Belton, TX

Sue & Frank Mayborn Performing Arts Center

University of Nevada - Reno; Reno, NV

University Arts Building

Heard Museum; Phoenix, AZ

Grand Gallery Renovation

The Mob Museum, National Museum of Organized Crime and Law Enforcement (LEED-NC Silver); Las Vegas, NV

The 41,000 SF adaptive re-use of a former 1933 U.S. Post Office into an interactive museum

Avalon Theater; Grand Junction, CO

Lone Tree Arts Center; Lone Tree, CO

Paramount & State Theatre Renovation; Austin, TX

SAFE Credit Union Performing Arts Center; Sacramento, CA

Professional Highlights

Education

Bachelor of Science - Electrical Engineering,
Arizona State University

Registration & Licensing

Professional Engineer: AZ #33470 + CA, CO, NV, TX, WY
NCEES

Tom Kramer

SE, LEED AP BD+C - Principal, DLR Group

Project Role

Structural Engineer



About Tom

Dave's involvement in a project as mechanical engineer includes the selection of equipment capable of meeting the design requirements, coordination between architectural aesthetic requirements and mechanical systems, calculations of heating and cooling requirements and calculations of required ductwork and pipe sizes. His ability to discuss mechanical systems in layman's terms with our clients has been invaluable. Dave is also heavily involved in working with project teams to find the most cost effective, efficient, sustainable design solutions for their projects.

Relevant Experience

Brown County Jail; Green Bay, WI

Chillicothe Correctional Center, Chillicothe, MO

Tulare County Jail Sequoia Field; Visalia, CA

Kings County Jail Expansion Phases III; Hanford, CA

Sauk County Jail; Baraboo, WI

Joliet Treatment and Detention Facility; Joliet, IL

Kentucky Design-Build Prison; Sandy Hook, KY

Pinal County Court Expansion; Florence, AZ

Sherwood Police Facility; Sherwood, OR

New Lisbon Medium Security Prison; New Lisbon, WI

Boone County Law Enforcement Center; Boone, IA

Monterey County New Juvenile Hall; Salinas, CA

Adams County Mental Health Unit Renovation; Brighton, CO

Buckeye Town Hall Complex, Buckeye, AZ

Department of Veterans Affairs Community Based Outpatient Clinic; San Antonio, TX

Professional Highlights

Education

Bachelor of Science - Structural - Architectural Engineering,
Milwaukee School of Engineering

Registration & Licensing

Mechanical Engineer: TX + 19 additional states
LEED Accredited Professional BD+C
NCEES

Amy Hoffman

IIDA, LEED AP - Principal, DLR Group

**Professional Highlights****Education**

Bachelor in Fine Arts, University of Georgia

Registration & Licensing

NCIDQ

LEED Accredited Professional

Rob Sherman

CTS, DMC-D-4K, DSCE, Senior Associate, DLR Group

**Professional Highlights****Education**Bachelor of Business - Sales & Marketing,
Davenport University**Registration & Licensing**Polycom Video/Voice Endpoints
Crestron DMC-D-4K
Crestron DM-NVX-N
Audinate – Dante Certified
ClearOne Audio Certified
Digital Signage Certified Expert
Extron Certified – AV Associate
QSC; Q-Sys Level 1**Project Role**

Change Management

About Amy

Amy is a senior interior designer and project manager with a focus in the open office environments and student life. She brings 22 years experience in designing interior spaces. Her extensive involvement in all aspects of planning, programming, interior design and document preparation has provided her the knowledge and ability required to execute projects with technical efficiency, flexibility and a style that represents each clients' vision.

Relevant Experience

Maricopa County Attorney's Office; Phoenix, AZ

NRG Renew Office; Scottsdale, AZ

PUHSD Maryvale High School Renovations; Phoenix, AZ

Balsz E.D. No. 31 Tillman Middle School Rebuild; Phoenix, AZ

Adams County Park 12 Hundred Human Services; Westminster, CO

Aims Community College Center Remodel for Student Services; Greeley, CO

Arapahoe Community College Sturm Collaboration Campus at Castle Rock;
Castle Rock, CO

Aurora Police District 2 Traffic Renovations; Aurora, CO

Colorado Springs Police Department Sand Creek Substation; Colorado Springs, CO

El Paso County Sheriff's Office Relocation; Colorado Springs, CO

Englewood Police Headquarters; Englewood, CO

Brigham Young University; Provo, UT

Student Services Remodeling

Store Conceptual Design Optimization Study

Emily Griffith Technical College; Denver, CO

Visioning & Programming

Project Role

Audiovisuals / IT Systems Designer

About Rob

Rob has over 26 years' experience in the A/V industry. His specialties include K-12 learning environments, higher education, professional training environments, corporate/office environments, mixed-use, entertainment venues, emergency operation centers and state and local agencies.

Rob will be your trusted advisor in developing integrated technologies that meet your budget, support your key initiatives and prepare your district for future technology needs.

Relevant Experience

Queen Creek Unified School District, Queen Creek, AZ

Queen Creek Elementary School #7

Fort Mojave Indian Tribe, Mohave Valley, AZ

Pre-K-6 Montessori School and Cultural Center

Deer Valley Unified School District, Phoenix, AZ

Hillcrest Middle School Modernization

J.O. Combs Unified School District, San Tan Valley, AZ

District Service Center

Agua Fria Union High School District, Avondale, AZ

Agua Fria High School Master Plan Phase 1

Virgin Islands Department of Education, Christiansted, St. Croix

Master Plan

Boschulte Pre K-8 Bridging Docs

Charlotte Amalie Bridging Docs

Richards Pre K-8 Bridging Docs

Deer Valley Unified School District, Phoenix, AZ*

Administration Offices, School Board Chamber Video/Audio Upgrades

*Completed in prior association

Adam M. Wells

Senior Associate, DLR Group



Professional Highlights

Education

Bachelor of Visual Communication and Design
University of Nebraska-Kearney

Professional Affiliations

Society of Experiential Graphic Design
American Institute of Graphic Arts
Association of Photoshop Professionals

Project Role

Experiential Graphics Designer / Wayfinding

About Adam

Adam Wells is the Visual Communications Leader at DLR Group who engages clients to evoke their brand visually and experientially through Brand Development and Experiential Graphics. He collaborates with client stakeholders and project team members to understand the unique characteristics and context of an architecture or space to thoughtfully develop creative solutions that connect the project to occupants and visitors.

Relevant Experience

Maricopa County Maryvale Hospital; Phoenix, Ariz.

Wayfinding + Signage

Northern Arizona University - Student Athlete High Performance Center;

Flagstaff, AZ

Pinellas County Courts Consolidation; Clearwater, Fla.

Wayfinding + Signage

Will County Sheriff's Department Facility; Joliet, Ill.

Wayfinding + Experiential Graphics

State of Nebraska Administration Building; Lincoln, Neb.

Wayfinding + Signage

Confidential Campus Project; Jeddah, Saudi Arabia

Madonna Rehabilitation Hospital; Omaha, Neb.

The Boeing Company; Los Angeles, Calif.

CATCH Intelligence; Omaha, Neb.

Nicholas Kreitler

RA, NCARB - Associate, DLR Group



Professional Highlights

Education

Master of Architecture, Kansas State University

Registration & Licensing

Architect: CO
NCARB

Project Role

Lab Planner

About Nicholas

Nick's communication skills and experience have proven valuable while working on projects locally and nationally. His involvement from start to finish and often beyond ensures continuity throughout the project and that the functionality of the space is not compromised. His ability to understand the large scale goals of the client, while bringing the detail of a single user's needs to a reality, allows the project language to be carried throughout its entirety. By understanding client needs and working with the full design team, Nick emphasizes collaboration and effective communication to create solutions that meet and consistently exceed client expectations with the collective knowledge of those involved.

Relevant Experience

Arizona State University; Mesa, AZ

Fulton Schools of Engineering Robotics Laboratory Renovation

LSA Building Assessment Study

Arizona State University; Mesa, AZ

Fulton Schools of Engineering Robotics Laboratory Renovation

LSA Building Assessment Study

Northern Arizona University; Flagstaff, AZ

Science Lab Ultra-Clean Room Suite

Arapahoe Community College; Castle Rock, CO

Sturm Collaboration Campus at Castle Rock

Cleveland Clinic Foundation; Akron, OH

Akron General Hospital - CPX1 AGMC New Analyzers for Chem Lab

Lodi Hospital Reno Lab for Roche Integration

Organizational Chart



LEADERSHIP

Hans Papke, AIA, NCARB
Project Manager
Main Point of Contact

Larry Smith, AIA
Principal in Charge

Tom Roth, AIA, LEED AP
Architectural Designer

DESIGN TEAM

Megan Duffy, NCIDQ, LEED AP CI
Interior Designer

Richard Beach, AIA, ASHE
Healthcare Leader

David Anderson, PE, LEED AP
Mechanical Engineer

Amy Hoffman, NCIDQ, IIDA, LEED AP
Programming / Planning Expert

Carmen Wyckoff, AIA, NCARB, LEED AP
Architect / Educational Leader

Radames Cocco, PE, LEED AP
Electrical Engineer

Lindsay Graff, Assoc. AIA
Campus Planner

David Schmidt, RA, LEED AP BD+C
Education Project Manager

Tom Kramer, SE, LEED AP BD+C
Structural Engineer

SUPPORT

Terry Wohlgenant, CIPE, BEMP
High Performance Designer

Matthew Jennings, AIA
Historic Preservation

Rob Sherman, CTS, DMC-D-4K, DSCE
Audiovisuals / IT Systems Designer

Adam Wells,
Experiential Graphic Designer / Wayfinding

Nick Kreidler, RA, NCARB
Laboratory Planner