

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT  
AND  
SCHNEIDER STRUCTURAL ENGINEERS**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of July 28, 2014, between the Rio Nuevo Multipurpose Facilities District, an Arizona tax levying public improvement district (the "District"), and Schneider & Associates Structural Engineers, Inc., an Arizona corporation, d/b/a Schneider Structural Engineers (the "SE").

RECITALS

A. After a competitive procurement process, the City of Tucson, Arizona ("Tucson"), entered into Contract No. 110158-2, as amended dated July 26, 2012 (the "Contract"), for SE to provide various structural engineering and CAD services, including design services, construction administration, and special inspections/material testing. The referenced Contract is referred to in Exhibit A and incorporated herein by reference.

B. The District is permitted, pursuant to A.R.S. Section 11-952, and the Amended and Restated Intergovernmental Agreement between the City of Tucson, the City of South Tucson and the District, dated March 22, 2011, to purchase such services under the Contract, at its discretion and with the agreement of the awarded SE, and the Contract permits its cooperative use by other public entities including the District.

C. The District and SE desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Contract, (ii) establishing the terms and conditions by which SE may conduct an asbestos and lead paint assessment of the Tucson Convention Center Arena, as more particularly set forth in the Scope of Work attached hereto as Exhibit B (the "Services"), related to the Tucson Convention Center Arena Renovation Project (the "Project"), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and SE hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 31, 2014 or upon the completion of the Project, whichever is earlier (the "Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Contract.

2. Scope of Work. The Scope of Work for this Agreement on the Project is set forth in Exhibit B attached hereto.

3. Compensation. The District shall pay SE, for the Services, an amount not to exceed \$18,000 at the unit rates as set forth in the Contract. Additional work shall be approved via Task Order or Amendment to this Agreement as deemed appropriate by the District.

4. Payments. The District shall pay SE monthly, based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Contract, and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that SE and its subcontractors are complying with the warranty under Section 6 below, SE's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any SE and its subcontractors' employees who perform any work or Services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on SE's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement, and (ii) evaluation of SE's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the District to audit Records as set forth in this Section, and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the District to SE pursuant to this Agreement. SE and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this Section. The District shall give SE or its subcontractors reasonable advance notice of intended audits. SE shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, SE and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). SE's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District.

7. Conflict of Interest. This Agreement may be canceled by the District pursuant to ARIZ. REV. STAT. § 38-511.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Pima County, Arizona.

9. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep SE fully informed as to the availability of funds for this Agreement. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the District governing board fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the District and SE shall be relieved of any subsequent obligation under this Agreement.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any District-approved Work Orders, invoices and the Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Contract (collectively, the "Unauthorized Conditions"), other than the District's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the District of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Contract shall not alter or relieve SE from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the Contract, the District shall be afforded all of the rights and privileges afforded to Tucson and shall be the "City" (as defined in the Contract) for the purposes of the Contract.

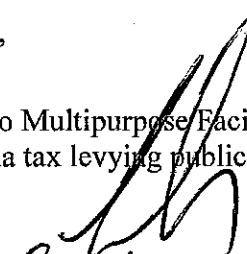
12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 11 above, the District shall be afforded all of the insurance coverage and indemnifications afforded to the City to the extent provided under the Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the District under this Agreement including, but not limited to, SE's obligation to provide the indemnification and insurance. In any event, SE's shall indemnify, defend and hold harmless the District and each governing board member, officer, employee or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in

connection with the work or Services of SE, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

**“District”**

Rio Nuevo Multipurpose Facilities District,  
an Arizona tax levying public improvement district

By:   
Name: Apple McCusker  
Title: CEO / Chairman 7-28-14

ATTEST:

 7.24.14  
\_\_\_\_\_  
Clerk/Secretary

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"SE"

Schneider & Associates Structural Engineers, Inc.,  
an Arizona corporation, d/b/a Schneider Structural Engineers

By: [Signature]  
Name: RON SCHNEIDER  
Title: PRESIDENT

ACKNOWLEDGEMENT

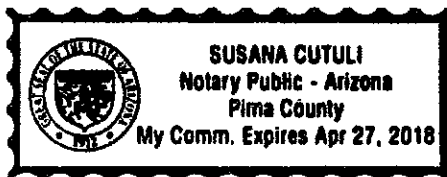
STATE OF ARIZONA)

County of Pima )

On this 1<sup>st</sup> day of August, 2014, before me personally appeared Ronald Schneider whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

[Signature]  
Notary Public



**EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE DISTRICT AND SCHNEIDER STRUCTURAL ENGINEERS**

**[Contract No. 110158-2 is on file with the District]**

**EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE DISTRICT AND SCHNEIDER STRUCTURAL ENGINEERS**

**[Scope of Work]**



CITY OF  
TUCSON  
GENERAL SERVICES  
DEPARTMENT

**SCHNEIDER STRUCTURAL ENGINEERS  
REQUEST FOR CONSTRUCTION DOCUMENTS AND  
CONSTRUCTION ADMINISTRATION FEE PROPOSAL  
JANUARY 23, 2014**

Project:  
A&E No.:

**Rio Nuevo TCC Arena Renovations  
7128-RN**

**Please provide a Construction Document and Construction Administration fee proposal for the following project description and scope of work. Fee proposal to include narrative, hourly rate, hours per task and schedule to complete work.**

**Site:** Tucson Convention Center (TCC) - Arena  
260 South Church Avenue  
Tucson, AZ 85701

**Project Description:**

- \$7.8M renovations to the existing Arena at the TCC.
- Rio Nuevo approved scope of work based on Pre-Design Construction Cost Estimate.

**Scope of Work:**

1. Confirm the loading capacity of the steel structure over the arena floor. Additional loads - new scoreboards and speakers. New scoreboards will replace the existing. Existing center speaker cluster to be removed. Existing rails to remain.
2. Calculate and prepare new rigging diagrams per TCC specifications.
3. Design and documentation of steel structure at the south wall over existing roll-up door.
4. Analyze the allowable weight limit on the concourse during construction. General Contractor is considering using some heavy lifts/ equipment on the Concourse.
5. Design and documentation of lintel at new door in CMU wall at the back of the sound booth.

**Additional Services:** Include line items for the following items. If included in your base fee, note in your scope and fee narrative.

- As-builts per COT Standards



**PROPOSAL  
FOR  
PROFESSIONAL STRUCTURAL ENGINEERING SERVICES**

AGREEMENT made as of the 17th day of February, 2014.

Between the Structural Engineer (SE): SCHNEIDER STRUCTURAL ENGINEERS  
2980 North Campbell Avenue, Suite 130  
Tucson, Arizona 85719

And the Client: Rio Nuevo Multipurpose Facility District  
400 W. Congress, Suite 152  
Tucson, Arizona 85701  
Attention: Elaine Weaver

For the following project: RIO NUEVO TCC ARENA RENOVATIONS  
Located in: TUCSON, ARIZONA

SE Proposal No. 14-030.1

**SCOPE OF WORK:**

Provide structural engineering and CAD services as required for the following:

1. Confirm the loading capacity of the steel structure over the arena floor. Considering the additional loads of the new scoreboards and speakers and the removal of the old scoreboard and speaker cluster. Existing rails to remain.
2. Calculate and prepare new rigging diagrams similar to old Rigging Diagrams.
3. Design of steel structure at the south wall over existing roll-up door that is a shroud over the existing piping.
4. Analyze the allowable construction loading limit on the concourse floor.
5. Design of lintel at new door in CMU wall at the back of the sound booth.

**BASIS OF COMPENSATION:**

The SE shall be compensated as follows for services described in the scope of work above.

*Design* services shall be compensated as follows:

- Fixed fee amount of **\$11,500.**

Construction Administration services shall be compensated as follows:

- Fixed fee amount of \$800.

Site visits and/or structural observation (if required by jurisdiction), if required or requested, will be billed hourly plus reimbursable expenses.

Although it is not included in this proposal, it is recommended that the Structural Engineer be retained to provide Structural Observation services during construction of this project. Our fee for Structural Observation will be hourly, billed at our standard hourly rates. It is estimated that two visits will be made during construction. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. This shall not be considered full time Structural Observation or Special Inspections as required by the building code.

We will bill you monthly based upon our percentage of completion and at the time each scope of service or phase of service is complete. Payment is due upon presentation of invoice.

Reimbursable expenses include shipping, delivery, consultant services, air travel, lodging, taxes and/or insurance in excess of amounts normally carried by consultant, printing services, etc. Mileage will be billed at the current government rate. Reimbursable expenses shall be billed at our cost plus 10%.

For additional services of the consultant, not included in our Scope of Work, our fee will be based on time and materials expended and charged at our standard hourly rates. Our Standard Hourly Rates are as follows:


Principal	\$124.24/hr.	Designer	\$80.46/hr.
Project Manager	\$103.77/hr.	CADD	\$63.88/hr.
Senior A/E	\$98.05/hr.	Prof Level I	\$65.73/hr.
A/E	\$80.46/hr.	Administration	\$45.01/hr.

The client shall furnish SCHNEIDER STRUCTURAL ENGINEERS with one complete set of contract documents at the completion of the project.

By signing this agreement you agree to accept the Terms and Conditions section stated above.


This proposal is valid for a period of 90 days from the Agreement date.

ACCEPTED FOR  
SCHNEIDER STRUCTURAL ENGINEERS



Ronald H. Schneider, PE  
Principal

ACCEPTED FOR  
RIO NUEVO MULTIPURPOSE FACILITY DISTRICT

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



PROPOSAL

FOR

ADDITIONAL PROFESSIONAL STRUCTURAL ENGINEERING SERVICES

AGREEMENT made as of the 24th day of April, 2014.

Between the Structural Engineer (SE): SCHNEIDER STRUCTURAL ENGINEERS
2980 North Campbell Avenue, Suite 130
Tucson, Arizona 85719

And the Client: Rio Nuevo Multipurpose Facility District
400 W. Congress, Suite 152
Tucson, Arizona 85701
Attention: Elaine Weaver

For the following project: TCC Arena Renovation Add Service
Located in: Tucson, Arizona

SE Project No: 114075
SE Proposal No: 14-155

SCOPE OF ADDITIONAL SERVICES:

Provide structural engineering, CAD services and/or sketches of structural details (to be drafted by your office) and Construction Administration for the design of a new free standing monument sign at the entry to the parking lot, new hung ceiling from existing ceiling in breezeway and support of new video boards hung off of existing south concrete wall.

BASIS OF COMPENSATION:

For services as described in the Scope of Additional Services above, our fee will be a lump sum of

Design Services:

- Fixed fee amount of \$1,900.

Construction Administration:

- Fixed fee amount of \$350.

This proposal does not include special inspections that may be required by design or the governing jurisdiction. A separate contract will be required for special inspection services.

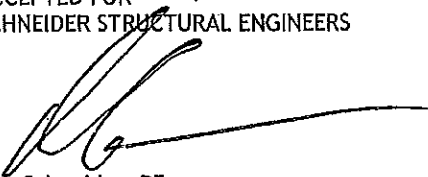
Our Standard Hourly Rates (if applicable):

Table with 4 columns: Role, Hourly Rate, Role, Hourly Rate. Rows include Principal (\$145/hr), Associate/Project Manager (\$115/hr), Senior Engineer (\$95/hr), Junior Engineer (\$75/hr), Senior CAD (\$75/hr), Junior CAD (<4 years) (\$55/hr), Inspector (\$65/hr), and Administration (\$48/hr).

All of the terms and conditions of this additional services contract shall be the same as the original contract. By signing this agreement you agree to accept the Terms and Conditions section of the original contract.

This proposal is valid for a period of 90 days from the Agreement date.

ACCEPTED FOR  
SCHNEIDER STRUCTURAL ENGINEERS



Ron Schneider, PE  
Principal

ACCEPTED FOR  
RIO NUEVO MULTIPURPOSE FACILITY DISTRICT

By: \_\_\_\_\_  
Date: \_\_\_\_\_



CITY OF  
TUCSON

**SCHNEIDER STRUCTURAL ENGINEERS  
REQUEST FOR ADDITIONAL SERVICES: CONSTRUCTION  
DOCUMENTS AND CONSTRUCTION ADMINISTRATION FEE  
PROPOSAL**

JUNE 16, 2014

Project:  
A&E No.:

**Rio Nuevo TCC Arena Renovations**  
**7128-RN**

**Please provide a Construction Document and Construction Administration fee proposal for the following project description and scope of work. Fee proposal to include narrative, hourly rate, hours per task and schedule to complete work.**

**Site:** Tucson Convention Center (TCC) - Arena  
260 South Church Avenue  
Tucson, AZ 85701

**Additional Services**

**Scope of Work:**

1. Testing method procedure of existing Breezeway ceiling.
2. Review of attachment for new ceiling in Breezeway.
3. Structure for video board on south wall.
4. Design of Arena entry soffits.

**Additional Services:** Include line items for the following items. If included in your base fee, note in your scope and fee narrative.

- To be determined pending requirement from curtain wall manufacturer, detail at new gate header at Breezeway ceiling.
- As-builts per COT Standards