

# COB - BOSAIR FORM

05/05/2026 2:27 PM (MST)

Submitted by Karrie.Hixon@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: PO PDC PO2600013414

**Award Type:** Contract

**BOSAIR Activity:** Board Meeting Request

**Requested Board Meeting Date:** 05/26/2026

**Supplier / Customer / Grantor / Subrecipient:** Poster Mirto McDonald, Inc.

**Project Title / Description:** Architectural and Engineering Design Services: Southwest Library

**Purpose:** Award: Contract No. PO2600013414. This award of contract is recommended to the highest ranking qualified consultant in the amount of \$1,318,190.41 for a contract term from 05/26/26 to 01/31/30 for the design of the Southwest Library project. Administering Department: Project Design and Construction.

**Procurement Method:** Other

**Insert additional Procurement Method info, if applicable:** Request for Qualifications No. RFQu-2500028050 was conducted in accordance with A.R.S §34-603 and Pima County Board of Supervisors Policy D29.1. Eight (8) responsive statement of qualifications were received and evaluated by a 7 member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of 4 respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest ranking qualified consultant is recommended for award.

Attachment: Notice of Recommendation for Award, and Contract

**Program Goals/Predicted Outcomes:** The scope of work will include a new, ground-up building including parking, landscaping and other site improvements. The existing location is very limited and does not allow for expansion to meet the Library and the Community's needs. The site is located adjacent to the new San Xavier Sheriff substation on Valencia Road.

**Public Benefit and Impact:** The Community will benefit from the library's ability to provide expanded programs for all age groups including children, teens, and young adults through to elderly populations. In addition to Library programming the facility will provide access to computers, small study/meeting rooms, a maker space and a large community meeting room.

**Strategic Plan Pillar** • Infrastructure & Growth

TO: COB, 5/13/26 (1)

VERSION: 0

PAGES: 115

MAY12'26AM1125PO

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives N/A

Metrics Available to Measure Performance: Providing a well-functioning library in alignment with project budget and schedule.

Retroactive: NO

### Contract / Award Information

Record Number: PO PDC PO2600013414

Document Type: PO

Department Code: PDC

Contract Number: PO2600013414

Commencement Date: 05/26/2026

Termination Date: 01/31/2030

Supplier / Subrecipient Headquarters Location Tucson, AZ

\* Headquarters information is not a consideration for awards

Total Expense Amount:

\$1,318,190.41

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Library Capital Projects (Library District Funds)

Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO

Department: Procurement

Name: Karrie Hixon *KCH*

Telephone: 520-724-3542

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: Scott Loomis Digitally signed by Scott Loomis  
Date: 2026.05.06 08:15:58 -07'00' Date: \_\_\_\_\_

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins  
Date: 2026.05.07 10:48:38 -07'00' Date: \_\_\_\_\_

Department Director Signature:  Date: 5/7/2026

Deputy County Administrator Signature:  Date: 5/8/2026

County Administrator Signature:  Date: 5/10/2026



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: May 5, 2026

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. RFQu-2500028050, Architectural and Engineering Design Services: Southwest Library, that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors, on or after, May 26, 2026.

Award is recommended to the Most Qualified Respondent.

**AWARDEE NAME:**

Poster Mirto McDonald, Inc.

**OTHER RESPONDENT'S NAMES:**

Burns Wald-Hopkins Shambach Architects, Inc.  
Line and Space, LLC  
Richard & Kennedy Architects, LLC

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

Issued by: */s/ Karrie Hixon*

Telephone Number: (520) 724-3542

**This notice is in compliance with Pima County Procurement Code §11.20.010(C).**

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov)

**PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION DEPARTMENT**

**PROJECT:** Architectural and Engineering Design Services: Southwest Library

**CONSULTANT:** Poster Mirto McDonald, Inc.  
317 N. Court Ave.  
Tucson, AZ 85701

**CONTRACT NO.:** PO2600013414

**AMOUNT:** \$1,318,190.41

**FUNDING:** Library Capital Projects (Library District Funds)

**CONSULTANT SERVICES CONTRACT**

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

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Poster Mirto McDonald, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Southwest Library ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. RFQu-2500028050 for Architectural and Engineering Design Services: Southwest Library ("Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant's Response. Based on Consultant's representations in response to Pima County Solicitation No. RFQu-2500028050, Consultant was determined to be the most qualified for this Project.

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

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on May 26, 2026, and terminates on January 31, 2030, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

**3. Scope of Services.** Consultant agrees to provide Architectural and Engineering Design Services for the County as described in Exhibit A – Scope of Services, Revised 01/28/26 (13 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Section 5. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

#### 4. Definitions.

- 4.1. Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by County.
- 4.2. Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee will be in accordance with Section 4.5.
- 4.3. Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (50 pages).
- 4.5. Fee. Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. Labor Rates. Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant's fixed Fee.
- 4.9. Indirect Costs. Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

#### 5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Section 5 and Section 6.

- 5.2. Compensation Schedule. Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule. Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the “not to exceed” cost amount associated with that task on the Consultant's invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the “not to exceed” cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.
- 5.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$1,318,190.41.
- 5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 5.7. Invoice Adjustments. For the period of record retention required under Section 26, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. Additional Services. Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant's own risk. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in Exhibit B – Compensation Schedule. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.
- 5.9. Invoice Discrepancies. County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

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

- 6.1. Schedule. County and Consultant have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of

County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.

- 6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County -caused delay; provided, however, that if the County -caused delay overlaps a period of delay attributable to any other cause, the extension for County -caused delay is limited to the number of non-overlapped days of County -caused delay.
  - 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
  - 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
  - 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
  - 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
  - 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
  - 6.2.7. If any action, comment, cause, decision, or other event attributable to any third-party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.

6.3. Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Section. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

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

7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.

7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:

7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County's department representative and the Consultant's project manager by written agreement.

7.2.2. Procurement Director. County's Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.

7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.

7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

8. **Insurance.** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that arise out of the performance of the work under this Contract.

8.1. Ratings. Consultant's insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

### 8.2. Insurance Coverages and Limits.

8.2.1. Minimum Scope and Limits of Insurance: Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

8.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.

8.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

- 8.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

Note: The Workers' Compensation requirement will not apply to a Consultant that is exempt under A.R.S. § 23-901, and when such Consultant executes the appropriate County Sole Proprietor or Independent Consultant waiver form.

- 8.2.1.4. Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.
- 8.2.1.5. Claims-Made Coverage. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of three years beginning at the time work under this Contract is completed.

### 8.3. Additional Insurance Requirements:

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

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

### 8.4. Notice of Cancellation:

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

### 8.5. Verification of Coverage:

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

8.5.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

8.5.2. All certificates required by this Contract will be sent directly to the Department. County project or contract number and project description will be noted on the certificate of insurance. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

8.6. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Consultant, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.**

9.1. To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all Claims. Consultant is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

9.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

9.3. Upon request, Consultant may fully indemnify and hold harmless any private property owner granting a right of entry to Consultant for the purpose of completing the project. The obligations under this Section do not extend to the negligence of County, its agents, employees or indemnities.

10. **Laws and Regulations.**

10.1. Compliance with Laws. Consultant will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.

10.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.

10.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.

11. **Status of Consultant.** Consultant is an independent Consultant. Neither Consultant, nor any of Consultant's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Consultant is responsible for paying all federal, state and local taxes on the compensation received by Consultant under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.
12. **Consultant's Performance.**
  - 12.1. **Performance.** Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this contract, Consultant will obtain County's approval.
  - 12.2. **Responsibility.** Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.
13. **Non-Waiver.** The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
14. **Subconsultant.** Consultant will be fully responsible for all acts and omissions of its Subconsultant and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay or any Subconsultant, except as may be required by law.
15. **Non-Assignment.** Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
16. **Non-Discrimination.** Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subconsultants. During the performance of this Contract, Consultant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
17. **Americans with Disabilities Act.** Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
18. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
19. **Termination of Contract for Default.**
  - 19.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by

written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.

19.2. Default Events. The following constitutes an event of default:

- 19.2.1. Abandonment of or failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
- 19.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
- 19.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;
- 19.2.4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Consultant's performance of this Contract;
- 19.2.5. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the contract;
- 19.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
- 19.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
- 19.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Consultant, or Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

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

- 19.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;
- 19.3.2. County may withhold payments to Consultant arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Consultant is determined; and
- 19.3.3. Subject to the immediately preceding subparagraph 19.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.

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

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

- 19.4.1.1. Acts of God or of the public enemy,
- 19.4.1.2. Acts of County in either its sovereign or contractual capacity,
- 19.4.1.3. Acts of another Contractor in the performance of a contract with County,
- 19.4.1.4. Fires,
- 19.4.1.5. Floods,
- 19.4.1.6. Epidemics and Pandemics,
- 19.4.1.7. Quarantine restrictions,
- 19.4.1.8. Strikes,
- 19.4.1.9. Freight embargoes,
- 19.4.1.10. Unusually severe weather, or
- 19.4.1.11. Delays of Subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the Subconsultant(s); and

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

19.5. Receipt of Notice. For the purposes of subsection 19.1 above, “receipt of notice” includes receipt by hand by Consultant’s project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

19.6. Excusable. If, after termination of the Contract for default, County determines that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated Contract for convenience as set forth in Section 20.

19.7. Rights and Remedies. The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this contract.

20. **Termination for Convenience of County.** County may terminate this Contract at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the County, become its property. If County terminates the Contract as provided herein, County will pay Consultant an amount based on the time and expenses incurred by Consultant prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

21. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County will have no further obligation to Consultant, other than payment for services rendered prior to termination.

22. **Notices.** Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:  
Rod Lane, Director  
Project Design and Construction  
150 W. Congress St., 3<sup>rd</sup> Floor  
Tucson, Az. 85701  
Tel: (520) 724-3085

CONSULTANT:  
Corky Poster, Principal  
Poster Mirto McDonald, Inc.  
317 N. Court Avenue  
Tucson, AZ 85701  
Tel: (520) 882-6320

23. **Other Documents.** County and Consultant in entering into this Contract have relied upon information provided in Request for Qualifications No. RFQu-2500028050, and on representations and information in the Consultant 's response to said RFQu. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. Consultant will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.
24. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
25. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
26. **Books and Records.**
- 26.1. Maintenance. Consultant will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 26.2. Retention. Consultant will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to County for retention.
27. **Delays.** Neither party will be in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
28. **Disputes.**
- 28.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Contract or the parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Consultant's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.
- 28.2. Performance. The parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.
29. **Ownership of Documents.** Ownership of all original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by Consultant under this contract vests in and become the property of County and shall be delivered to County upon completion or termination of the services, but Consultant may retain and use copies thereof. County agrees that the material

will not be used for any project other than the project for which it was designed without the expressed permission of the Consultant.

### 30. Public Records.

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

#### 30.2. Records Marked Confidential.

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

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

### 31. Legal Arizona Workers Act Compliance.

31.1. Compliance with Immigration Laws. Consultant warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant will further ensure that each Subconsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.

31.2. Books & Records. County has the right at any time to inspect the books and records of Consultant and any Subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

31.3. Remedies for Breach of Warranty. Any breach of Consultant's or any Subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a Subconsultant, and the subcontract is suspended or terminated as a result, Consultant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subconsultant, (subject to County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.

31.4. Subconsultants. Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Section by including a provision in each subcontract substantially in the following form:

“Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant’s employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that County may inspect the Subconsultant’s books and records to insure that Subconsultant is in compliance with these requirements. Any breach of this paragraph by Subconsultant is a material breach of this contract subjecting Subconsultant to penalties up to and including suspension or termination of this contract.”

- 31.5. **Costs.** Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Consultant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Consultant’s approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.
32. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Consultant engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Consultant certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
33. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any consultants, subconsultants or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
34. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Consultant hereby warrants that if Consultant’s employees perform work in an outdoor environment under this Contract, Consultant will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County’s request, Consultant will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Consultant to prevent heat-related illnesses and injuries in the workplace. Consultant will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Consultant will further ensure that each subconsultant who performs any work for Consultant under this Contract complies with this provision.
35. **Amendment.** Except for the reallocation of funds provision above in Section 7, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
36. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

***Remainder of Page Intentionally Left Blank***

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

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

PIMA COUNTY:

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

\_\_\_\_\_  
Date

CONSULTANT:

  
\_\_\_\_\_  
Signature

Corky Poster, Architect/Sec.Treas.

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

May 6, 2026

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorney's Office.

**EXHIBIT A - SCOPE OF SERVICES (13 Pages)  
REVISED 01/28/26**



**PIMA COUNTY PROJECT DESIGN & CONSTRUCTION**

**New Buildings Division**

**150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701**

**SCOPE OF PROFESSIONAL SERVICES REQUIRED**

**DATE(Version):** December 22, 2025 (1)  
**PROJECT NAME:** Southwest Library  
**PROJECT LOCATION:** 4740 W. Valencia Road

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

**1. General Provisions:**

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

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

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

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

The project construction delivery will be Construction Manager at Risk (CMAR). If a Guaranteed Maximum Price (GMP) for construction of the Project, or any phase thereof, is not received for an amount within the construction budget, the County shall implement options as defined in section 4 of this document.

The Consultant shall prepare minutes of all meetings in the design phase between the County, the CMAR and the Consultant, for review and approval by the County. Meetings shall take place, at a minimum, on a bi-weekly basis with the County and the Consultant's team through the design phase.

The Consultant shall prepare a Project Schedule showing all phases of the project for review and approval by the County. At the time of the CMAR entering the contract with the County the CMAR shall take ownership of the Master Project Schedule showing the design, GMP/bidding and construction phases required for the Project. The Consultant shall review and provide input to the CMAR for their development of the Master Project Schedule. The Consultant shall provide progress reports to the County's project manager on a bi-monthly basis throughout the Design Services.

## **2. Project Narrative:**

The current Southwest Library is in a small 2,400 sf space within a school building which is leased from the Tucson Unified School District. While this location provides some benefit to both the library and the school it does not allow for expansion and limits the ability for Pima County to make improvements to the library. The area west of I-10 and south of Irvington Road lacks a larger regional library to serve the Community. The Community will benefit from the library's ability to provide expanded programs for all age groups including children, teens, and young adults through to elderly populations. In addition to Library programming, the facility will provide access to computers, small study/meeting rooms, a maker space and a large community meeting room.

A new 13,000-15,000 sf facility with dedicated spaces for a children's room, a teen space, a computer common, collections, reading areas, a staff work area, private study/tutoring rooms, a large meeting/community space, exterior reading areas, etc. The parcel is west of interstate 10 with frontage along Valencia Road and is located adjacent to the new sheriff substation. Power and communication conduit stub-outs have been provided by the new sheriff substation to the southwest corner of the property.

Site improvements will include outdoor reading patios, parking lot, sidewalks, roadway improvements, irrigation, lighting and landscaping. There is an existing drainage channel along Valencia that may need to be improved due to the new construction.

This site has some surface rock showing, and a more extensive geotechnical exploration will be completed to better understand any impact this might have on the development of the site.

The County's Project Team will consist of representatives from Pima County Project Design and Construction (PDC) who will have final decision-making authority during both the design and construction phases. Other participants on the design team will include members from the Library District, Facilities Management, Conservation and Land Resources, etc.

(See **Map of the Area** prepared by the County at the end of this section)

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

Architectural services for this Project shall be led by a Pima County Project Design and Construction (PDC) project manager.

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

- Program Verification including public outreach
- Conceptual Design
- Schematic Design
- Design Development
- Construction Documentation in three submittals
  - 50% CD Review
  - 90% CD Review – Bidding documents
  - 100% Documents
- Bidding, GMP review and Negotiation
- CMAR Collaboration
- Construction Administration
- Close-out/Record Drawings

These Design services shall include the following disciplines:

- Architectural
- Civil Engineering
- Surveying
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection - Delegated Design
- Electrical Engineering
- Telecommunication Systems Design
- Fire Alarm - Delegated Design
- Cost Estimating at all phases through GMP bidding, External/Third- Party Consultant
- Audio/Visual Design
- Acoustical Design
- Security/Access Control Design
- Building and wayfinding identification signage
- Building and ADA Code Compliance
- Interior Design/Furniture and Room Signage Coordination with Pima County
- Landscape Architect
- Public Art Coordination

Consultant shall provide interior space planning services and conceptual furniture layout with consultation with PDC utilizing PC approved standards. PDC interior design staff will review and approve all furniture selections as well as specify, procure and manage the installation of furniture.

Finish materials and color selections will be by Consultant using Pima County's standards and may only be substituted with approval of the Project Manager.

Consultant to provide design services for data infrastructure, cabling, and layout of IT rooms, audio-visual, access control, security systems and other low voltage systems with consultation with Pima County in order to provide complete systems installed by the CMAR.

Consultants shall review and implement Pima County's Design and Construction Standards within the Project. The assigned Pima County's Project Manager shall approve any deviations.

#### 4. **Estimated Budget & Cost Control**

The total construction budget for this Project shall not exceed **\$10,000,000**. The construction delivery method is Construction Manager at Risk.

**The Consultant is responsible for maintaining the project's design within the construction budget.** Collaboration with the CMAR shall be utilized to reconcile cost estimates and align the scope with the budget. The cost estimator needs to be aware of construction costs within the southern Arizona market. A professional estimator, who is not an employee of the Consultant's firm, and is independent from the Consultant's other subconsultants, shall prepare the cost estimates. If necessary, the Consultant and his cost estimator shall recommend value-engineering items, scope changes, and add alternates for County review and approval. If the Consultant's estimate of the Cost of Work exceeds the Construction Budget, **at any phase/submittal**, Pima County shall have the following options:

1. Reject the submittal, and require the Consultant to redesign the Project, update the submittal and the cost estimate in accordance with A.R.S. 34-104, at no additional cost to the County; or
2. Give written approval of an increase in budget for the Cost of the Work; or
3. Conditionally approve the submittal, directing the Consultant to work with the Project Manager, CMAR and other stakeholders to revise the scope and quality of the Project as required to meet the Construction Budget; or
4. Terminate the contract in accordance with contract provisions contained in Article 19.

At each submittal phase, the County and the Consultant will review the cost estimate for approval.

#### 5. **Project Schedule:** Design Services shall begin concurrently upon receipt of an approved contract and a Notice to Proceed from the Project Manager.

- a) Programming and Existing Conditions Survey– 2 Months
- b) Design through Construction Document –11 Months
- c) Permits and GMP Finalizing – 2 Months
- d) Construction – 16-20 Months
- e) Project Closeout – 2 Months

The master project schedule shall be developed by the Consultant per the above timelines with input from the County and the Project Team until the CMAR is under contract.

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

##### a. Existing Conditions Survey:

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

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

The Consultant shall provide a licensed engineer, through the State of Arizona, to provide pressure/flow and flow direction for all above and below ground utilities.

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

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

The Consultant shall survey the site to develop CAD files of sufficient detail to develop the designs and construction documents. The County will provide any construction, permit, as-builts and record drawings provided that were received during the property acquisitions or from the City of Tucson Development Services Department.

b. Program Verification:

At the award of this contract, the Consultant shall meet with the project stakeholders to verify the program, functional needs and organizational relationships of the new building. Public stakeholder meetings will be required to seek input from community and present conceptual designs for feedback. The County will assist with identifying and coordinating with the community stakeholders.

**7. Design Services Detail:**

a. Applicable Codes and Regulations:

The Consultant shall provide construction documents and assist the County with obtaining a building permit with Pima County Development Services.

The Consultant shall assist the County with submission to the Arizona State Fire Marshal (ASFM) for permit as applicable.

The Consultant must comply with all Pima County, Arizona State Fire Marshall and any other Authorities Having Jurisdiction's adopted codes.

The Consultant shall comply with Pima County Zoning requirements as applicable. However, this project is not required to follow all zoning requirements.

The Consultant shall perform a preliminary building code review during the concept phase to understand the requirements related to the occupancy. Utilizing the International Building Code and coordination with Pima County's Development Services will be required.

b. Conceptual Design/Schematic Design Phase:

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

Based on coordination with Pima County a Conceptual Plan/design shall be reviewed and approved prior to the Schematic Design Submittal.

The Schematic Design Submittal shall provide the information necessary to proceed to the Design Development Phase of the Project and shall include at a minimum, drawings, design narratives from each discipline, outline specifications, calculations and other documents which establish the general scope and conceptual design, and any other preliminary concern specific to the Project.

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

The Consultant shall submit to the County a Statement of Probable Construction Cost within two weeks of submittal. Provide in an electronic PDF format to the County, with itemized costs for each portion of the construction. The Consultant shall review the CMAR's cost estimate, provide scope clarifications and reconcile the Consultant and CMAR cost estimates.

The County will provide review comments in Bluebeam Session, and the Consultant shall prepare and submit a response to each of the County's review comments one week prior to the next submittal. A document review session will be held with the County, CMAR if applicable, Project Team and the Consultant's team.

The Consultant must receive from the County written approval of the Schematic Design documents before proceeding to the Design Development phase.

c. Design Development Phase:

This Phase consists of drawings, specifications, proposed equipment schedules and cut sheets (mechanical, plumbing, electrical), and other documents necessary to describe the size and character of the entire Project as to architectural, structural, mechanical, plumbing and electrical systems, materials, and such other disciplines and essentials as may be appropriate. Design Development Documents shall be submitted to the County for review and approval.

The Consultant shall conduct an in-house quality review session with the design team prior to submission to the County. A document review session will be held with the County, CMAR, Project team and the Consultant. The submittal shall consist of PDF and AutoCAD. The Consultant shall prepare and submit a written response from the previous submittal to each of the County's review comments at this time.

The Consultant shall submit an Estimate of Construction Cost within two weeks of submittal. Provide in electronic PDF format to the County, with itemized costs for materials and labor for each portion of the construction. The Consultant shall review the CMAR's cost estimate, provide scope clarifications and reconcile the Consultant and CMAR estimate.

The County will provide written review comments, and the Consultant shall prepare and submit a written response to each of the County's review comments prior to the next submittal.

The Consultant must receive from the County written approval of the Design Development documents before proceeding to the Construction Document phase.

d. Construction Documents Phase (50% & 90% Completion):

The Consultant shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including drawings, book Specifications and product cut-sheets (50% & 90% level for all disciplines), and any calculations or reports not included in the drawing set, setting forth in detail the requirements for the construction of

the entire Project, including coordination between the various applicable disciplines, including various utility providers, and shall be familiar with the standard Pima County CMAR contract, which the County will provide to the Consultant. The Consultant shall coordinate with the County on the Project's General Requirements to be included in the Project Manual.

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

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

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

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

The Consultant shall submit to the County a Statement of Probable Construction Cost two weeks after the submittal. Provide a copy in electronic PDF format to the County, with itemized costs for materials and labor for each portion of the construction. The Consultant shall review the CMAR's cost estimate, provide scope clarifications and reconcile the Consultant and CMAR estimate.

The Consultant must receive from the County written approval of each Construction Documents Phase before proceeding with the next Construction Document Phase.

e. Construction Documents (100% Completion):

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

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

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

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

f. GMP Cost Review and Reconciliation Phase:

The Consultant shall assist the County in answering any questions that may arise from the CMAR concerning the Construction Documents. Should Addenda become necessary, the Consultant shall prepare and distribute the addenda with direction provided by the County's Project Manager. The Consultant will assist in the review of subcontractor bids and the subcontractor buyout, contingencies and allowances to help determine the most advantageous Guaranteed Maximum Price (GMP) to the County and for recommending the GMP(s) for award by the Pima County Board of Supervisors.

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

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

g. Construction Administration Phase of the Construction Contract:

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

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

Consultant's Construction Administration Phase shall commence with the pre-construction meeting/notice-to-proceed to the General Contractor and will terminate upon completion of the final acceptance of the Close-Out Document package. The Consultant shall assist the County in the timely completion of the Close-Out Documents. Consultant's Construction Administration Services, beyond the completion time period specified above, require specific written approval by the County by written amendment to this agreement.

The Consultant shall provide administration of the Construction Contract as set forth in the Construction Contract and General Conditions of the Owner-Contractor Construction Contract. The extent of the Consultant duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without the written consent of the Consultant, and that of the County.

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

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

The Consultant shall make sufficient visits to the site to ascertain the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Sub-Consultants to the Consultant shall also furnish periodic written records of their inspection of the Work, which shall be submitted to the County, through the Consultant, for the County files.

The Consultant shall attend a weekly construction meeting on site with Contractor and the County. The CMAR will conduct, provide and distribute the written minutes of the meetings to all attendees.

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

The Consultant shall immediately notify the County if the Contractor is failing to carry out the work in accordance with the Contract Documents and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The Consultant shall prepare a list of critical construction inspection times and items to be inspected, and said schedule shall be made part of the successful Contractor's required performance. Notwithstanding any provisions of previous paragraphs and based on such observations at the site and on the Contractor's Applications for Payment, the Consultant shall determine the amount owing to the Contractor and certify the payment of such amounts on the Contractor's Applications for Payment.

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

The Consultant may decline to approve an Application for Payment and may withhold the Application in whole or in part, if in the Consultant's opinion he is unable to make representations to County as provided in the above paragraph. The Consultant may also decline to approve any Applications for Payment, or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the County from loss because of:

Defective work not remedied, or;

Claims filed, or reasonable evidence indicating probable filing of claims, or;

Failure of the Contractor to make payments to sub-contractors for labor, materials or equipment, or;

Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum, or;

Damage to another contract, or;

Reasonable indication that the Work will not be completed within the Contract Time, or; Unsatisfactory execution of the Work by the Contractor.

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

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

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

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

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

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

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

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

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

h. Project Close Out

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

1. As part of the Project Closeout requirements, the Consultant shall prepare records drawings in AutoCAD format which contain external references (x-refs) by using the "Bind" command so that the x-ref drawing becomes part of the final drawing. This will prevent unintentional updating of archived drawings by later changes to referenced drawings. Binding an x-ref to the final drawing makes the x-ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x-ref drawings, including all its x-ref-dependent names objects (blocks, dimension styles, layers, line types, and text styles) by using the XREF Bind option. Referenced images, PDFS, or other file format shall also be bound and submitted individually as part of the record drawings package.
2. When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use: Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names and with the x-ref's drawing name. Consequently, any duplicate objects in the x-ref are ignored, and the names objects in the current drawing take precedence. Although this feature eliminates redundancy of duplicate layer names, it may give unexpected results if there are duplicate named objects.
3. Do not create drawings using proxy objects.
4. Provide a digital copy of the Record Drawings in AutoCAD format and deliver to the County.
5. The Consultant shall provide a PDF file for each sheet within the original Construction Drawings Package. Each file shall be labeled with the sheet name, i.e. A001, M-01, etc.
6. If the Consultant used Revit to develop the Construction Drawings, the Consultant shall provide Revit files to the County in addition to any AutoCAD format drawings provided.

The Consultant shall review the Contractor's Operations and Maintenance Manuals (O&M Manual) and provide a list of items to be corrected or submitted per the Construction Documents. The Consultant shall check the O&M Manual for completeness and notify the County when to direct the Contractor to submit to the County.

**B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY**

County shall provide the following items and services in support of the Consultant's work:

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with County representatives, and as requested by the County's Project Manager.
2. A Project Manager from Project Design and Construction assigned to work with the Consultant.
3. Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the Consultant to verify the field conditions.
4. Any reports and/or mitigation known to Pima County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the County will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary.

5. Any building Materials and Finishes Standards desired by the County.
6. Apply for and pay all building permit fees to include Pima County Wastewater fees (if any).
7. Consultation with Pima County officials as required.
8. Obtain and pay for third party Commissioning Agent.
9. Pima County Design and Construction Standards.

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**MAP OF THE AREA**



**END OF EXHIBIT A – SCOPE OF SERVICES**

## **EXHIBIT B - COMPENSATION SCHEDULE (50 pages)**

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

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

### **2. COMPENSATION DETAILS**

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

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

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

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

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

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

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

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

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

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

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

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

- Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates.

- Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates.
- c. Allowable Annual Increases
    - Reasonable annual salary increases within published industry standards will be allowed and approved in advance.
    - Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.
  - d. SubConsultants  
Specific billing arrangements will be negotiated with specialty SubConsultants such as the following:
    - Attorneys
    - Financial Advisors
    - Surveyors
    - Subsurface Consultants
    - Specialty Consultants
  - e. Vacation/Holidays
    - Included in firm's audited multiplier
  - f. Sick Time
    - Included in firm's audited multiplier
  - g. Billing for non-productive idle time
    - No billing for vehicle driving time (commuting time)
    - Allow billing during air travel to Pima County for actual time worked on Pima County projects
    - Short-term assignments are negotiable
6. Multipliers
    - a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
    - b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
    - c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the Consultant
    - d. County will consider annual audited multipliers or fixed multipliers for the contract period
  7. Travel Time
    - a. Air Travel
      - Allow only for time spent on aircraft working on Pima County projects
    - b. Land Travel
      - Not allowed from Phoenix Metro Area to Pima County (both ways)
      - Not allowed to and from airports
    - c. Local Travel between meetings and job sites
      - Allowed

## 8. Expenses

- a. Mileage (Between Phoenix Metro Area and Pima County)
  - Approve at the established County mileage rate.
  - Included in firm's audited multiplier or as other direct cost.
  - Mileage for commuting not allowed.
- b. Mileage – local
  - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
  - Included in firm's audited multiplier or as other direct cost
  - Mileage for commuting to and from work place not allowed
- c. Car Rental/Lease/Corporate Vehicles
  - Included in firm's audited multiplier or as other direct cost.
- d. Hotel/Meals
  - Allow only for infrequent call-in of an out of state consultant for a limited period of time
  - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances.
  - Allowed charges to be identified as other direct costs.
- e. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges
  - Include in firm's audited multiplier.
- f. Relocation, second domicile or subsistence expenses
  - Negotiable on a case by case basis.
- g. Reproduction Costs
  - Bill as other direct costs if not in audited multiplier
- h. All other direct costs will be detailed in the contract billing

## 9. Unallowable Costs

- a. Bonus
  - Not allowed as a direct charge or in the multiplier.
- b. Entertainment Costs
- c. Marketing Costs
  - Only as allowed in audited multipliers.
- d. Non-identifiable Costs
- e. Donations
  - Only as allowed in audited multipliers.
- f. Mark-up on subconsultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

### **C. INVOICING**

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

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**DATE:** May 5th, 2026  
**TO:** Martyn Klell and Ken Imoehl, Architects, Pima County Facilities Management  
**FROM:** Corky Poster, Architect/Principal, Poster Mirto McDonald  
**RE:** Southwest Library  
**SCOPE:** Professional services for the Project

Thank you for the opportunity to submit a proposal for full design services for your exciting new build Southwest Library at 4740 W. Valencia Road. This proposal provides the detailed tasks, hours, rates, and consultants fees based on the scope of services described in **RFQu-2500028050**.

The proposed fee is structured on the following organized as tasks (phases)  
 Billing will follow the same format and represent percentage complete of each task.

1. Pre-Design
  1. Existing Conditions Survey
  2. Program Verification
  3. Public Outreach Meetings including community presentations & stakeholder sessions
  4. Conceptual Design
2. Schematic Design
3. Design Development
4. Construction Documentation in three submittals
  1. 50% CD Review
  2. 90% CD Review – Bidding documents
  3. 100% Documents
5. Bidding, GMP review and Negotiation
6. Construction Administration
7. Close-out/Record Drawings
8. Expense Allowance (PMM anticipates 6 boards at \$160.00 each for \$960.00 printing cost)
9. Design Contingency of \$150,000

In addition to Architectural, design services include the following consultants and subconsultants, with their original proposals attached for reference:

1. Grenier Engineering, Inc.
  - A. Civil Engineering
    - a. Survey by Hawkeye Land Surveying
    - b. Drainage Report by CMG Drainage Engineering
    - c. Traffic Impact Study by M Esparza Engineering
  - B. Structural Engineering
2. Wilder Landscape Architects
  - A. Landscape and Irrigation Design
3. Zona Technical Engineering
  - A. Mechanical Engineering
  - B. Electrical Engineering
  - C. Plumbing Engineering
4. Dplace Technologies
  - A. Telecommunication Systems Design
5. NV5
  - A. Audio/Visual Design
6. Spendiarian & Willis Acoustics and Noise Control
  - A. Acoustical Design
7. Rider Levett Bucknall (RLB)
  - A. Cost Estimating at all phases through GMP bidding, External/Third- Party Consultant

Thank you,

Corky Poster, Architect/Principal  
 Poster Mirto McDonald

**SCHEDULE OF FEES BY TASK (PHASE) INCLUDING CONSULTANTS**

TASK	TASK DESCRIPTION	ARCHITECT STAFF	PMM RATE	HRS PER TASK	TOTAL PER TASK	CONSULT. DISCIPLINE	CONSULT. FEE	TOTAL PER TASK		
<b>1 PRE-DESIGN (P)</b>										
1.1	Existing conditions survey Ref Scope of Services A.6.a.	Principal	\$ 165.76	16	\$ 2,652.16	Grenier (Survey)	\$ 10,564.88			
		Jr. Architect	\$ 112.67	0	\$ -	Wilder (LA)	\$ 3,869.10			
		Associate	\$ 89.36	24	\$ 2,144.64					
		PMM PROFIT AT 8%			\$ 383.74					
		SUBTOTAL		40	\$ 5,180.54			\$ 14,433.98	\$ 19,614.52	
1.2	Program verification Ref Scope of Services A.6.b.	Principal	\$ 165.76	60	\$ 9,945.60					
		Jr. Architect	\$ 112.67	80	\$ 9,013.60					
		Associate	\$ 89.36	80	\$ 7,148.80					
		PMM PROFIT AT 8%			\$ 2,088.64					
		SUBTOTAL		220	\$ 28,196.64			\$ -	\$ 28,196.64	
1.3	Public Outreach Meeting Allowance Based on (4) community meetings* Based on (6) stakeholder meetings** *Additional to be at \$1,650 each **Additional to be at \$830 each	Principal	\$ 165.76	20	\$ 3,315.20					
		Jr. Architect	\$ 112.67	40	\$ 4,506.80					
		Associate	\$ 89.36	40	\$ 3,574.40					
		PMM PROFIT AT 8%			\$ 911.71					
		SUBTOTAL		100	\$ 12,308.11			\$ -	\$ 12,308.11	
1.4	Prepare Conceptual Design docs. Ref Scope of Services A.7.a-b. Provide cost estimate.	Principal	\$ 165.76	60	\$ 9,945.60	Grenier (Civil)	\$ 1,867.92			
		Jr. Architect	\$ 112.67	80	\$ 9,013.60	Grenier (Drain)	\$ 15,916.64			
		Associate	\$ 89.36	80	\$ 7,148.80	Grenier (Traffic)	\$ 9,678.43			
		PMM PROFIT AT 8%			\$ 2,088.64	Wilder (LA)	\$ 6,158.70			
						Grenier (Strl)	\$ 728.96			
						Dplace (Com)	\$ 300.00			
						NV5 (AV)	\$ 2,777.16			
						RLB (Cost Est)	\$ 4,591.80			
		SUBTOTAL		220	\$ 28,196.64			\$ 42,019.61	\$ 70,216.25	
		P TOTAL		580	\$ 73,881.93			\$ 56,453.59	\$ 130,335.52	
		<b>2 SCHEMATIC DESIGN (SD)</b>								
	Prepare Schematic Design docs. Ref Scope of Services A.7.b. Provide cost estimate.	Principal	\$ 165.76	140	\$ 23,206.40	Grenier (Civil)	\$ 4,076.08			
		Jr. Architect	\$ 112.67	320	\$ 36,054.40	Wilder (LA)	\$ 6,477.30			
		Associate	\$ 89.36	320	\$ 28,595.20	Grenier (Strl)	\$ 7,494.58			
		PMM PROFIT AT 8%			\$ 7,028.48	Zona (MP&E)	\$ 16,475.00			
						Dplace (Com)	\$ 4,950.00			
						NV5 (AV)	\$ 5,104.94			
						S&W (Acous)	\$ 3,250.00			
						RLB (Cost Est)	\$ 22,695.08			
		SUBTOTAL		780	\$ 94,884.48			\$ 70,522.98	\$ 165,407.46	
		SD TOTAL		780	\$ 94,884.48			\$ 70,522.98	\$ 165,407.46	
<b>3 DESIGN DEVELOPMENT (DD)</b>										
	Prepare Design Development docs. Ref Scope of Services A.7.c. Provide cost estimate.	Principal	\$ 165.76	140	\$ 23,206.40	Grenier (Civil)	\$ 14,969.98			
		Jr. Architect	\$ 112.67	340	\$ 38,307.80	Wilder (LA)	\$ 12,155.40			
		Associate	\$ 89.36	340	\$ 30,382.40	Grenier (Strl)	\$ 11,252.82			
		PMM PROFIT AT 8%			\$ 7,351.73	Zona (MP&E)	\$ 37,200.00			
						Dplace (Com)	\$ 2,275.00			
						NV5 (AV)	\$ 12,336.71			
						S&W (Acous)	\$ 1,875.00			
						RLB (Cost Est)	\$ 28,991.88			
		SUBTOTAL		820	\$ 99,248.33			\$ 121,056.79	\$ 220,305.12	
		DD TOTAL		820	\$ 99,248.33			\$ 121,056.79	\$ 220,305.12	
<b>4 CONTRACT DOCUMENTS (CD)</b>										
4.1	Prepare 50% Contract Document docs. Ref Scope of Services A.7.d. Provide cost estimate.	Principal	\$ 165.76	120	\$ 19,891.20	Grenier (Civil)	\$ 7,707.38			
		Jr. Architect	\$ 112.67	320	\$ 36,054.40	Wilder (LA)	\$ 10,935.00			
		Associate	\$ 89.36	320	\$ 28,595.20	Grenier (Strl)	\$ 13,187.72			
		PMM PROFIT AT 8%			\$ 6,763.26	Zona (MP&E)	\$ 35,200.00			
						Dplace (Com)	\$ 2,625.00			
						NV5 (AV)	\$ 6,169.65			
						RLB (Cost Est)	\$ 22,695.08			
		SUBTOTAL		760	\$ 91,304.06			\$ 98,519.83	\$ 189,823.89	
		4.2	Prepare 90% Contract Document docs. Ref Scope of Services A.7.d. Provide cost estimate.	Principal	\$ 165.76	80	\$ 13,260.80	Grenier (Civil)	\$ 5,162.78	
				Jr. Architect	\$ 112.67	160	\$ 18,027.20	Wilder (LA)	\$ 12,857.40	
				Associate	\$ 89.36	180	\$ 16,084.80	Grenier (Strl)	\$ 11,180.54	
PMM PROFIT AT 8%				\$ 3,789.82	Zona (MP&E)	\$ 28,100.00				
						Dplace (Com)	\$ 2,625.00			
						NV5 (AV)	\$ 8,424.00			
						S&W (Acous)	\$ 2,250.00			
						RLB (Cost Est)	\$ 16,398.28			
SUBTOTAL				420	\$ 51,162.62			\$ 86,998.00	\$ 138,160.62	
4.3	Prepare 100% Contract Document docs. Ref Scope of Services A.7.e.			Principal	\$ 165.76	60	\$ 9,945.60	Grenier (Civil)	\$ 2,038.04	
				Jr. Architect	\$ 112.67	120	\$ 13,520.40	Wilder (LA)	\$ 6,706.80	
		Associate	\$ 89.36	120	\$ 10,723.20	Grenier (Strl)	\$ 12,599.29			
		PMM PROFIT AT 8%			\$ 2,735.14	Zona (MP&E)	\$ 10,100.00			
						Dplace (Com)	\$ 2,625.00			
						NV5 (AV)	\$ 13,473.56			
		SUBTOTAL		300	\$ 36,924.34			\$ 47,542.69	\$ 84,467.03	
		CD TOTAL		1480	\$ 179,391.02			\$ 233,060.52	\$ 412,451.54	
		<b>5 BIDDING &amp; PERMITTING (BP)</b>								
			Submit plans for permitting and respond to permit comments. Ref Scope of Services A.7.f. Assist GC in final GMP	Principal	\$ 165.76	40	\$ 6,630.40	Grenier (Civil)	\$ 1,472.72	
				Jr. Architect	\$ 112.67	80	\$ 9,013.60	Wilder (LA)	\$ 1,015.20	
Associate	\$ 89.36			80	\$ 7,148.80	Grenier (Strl)	\$ 1,790.38			
PMM PROFIT AT 8%				\$ 1,823.42	Zona (MP&E)	\$ 2,500.00				
SUBTOTAL				200	\$ 24,616.22			\$ 7,378.30	\$ 31,994.52	
BP TOTAL		200	\$ 24,616.22			\$ 7,378.30	\$ 31,994.52			
<b>6 CONSTRUCTION ADMINISTRATION (CA)</b>										
	Full service Construction Administration based on 16-20 month duration and weekly meetings. Ref Scope of Services A.7.g.	Principal	\$ 165.76	280	\$ 46,412.80	Grenier (Civil)	\$ 5,905.18			
		Jr. Architect	\$ 112.67	120	\$ 13,520.40	Wilder (LA)	\$ 7,106.40			
		Associate	\$ 89.36	640	\$ 57,190.40	Grenier (Strl)	\$ 14,733.37			
		PMM PROFIT AT 8%			\$ 9,369.89	Zona (MP&E)	\$ 14,800.00			
						Dplace (Com)	\$ 1,200.00			
						NV5 (AV)	\$ 10,063.01			
						S&W (Acous)	\$ 500.00			
SUBTOTAL		1040	\$ 126,493.49			\$ 54,307.96	\$ 180,801.45			
CA TOTAL		1040	\$ 126,493.49			\$ 54,307.96	\$ 180,801.45			
<b>7 PROJECT CLOSE-OUT (PC)</b>										
	Project Close-out Record Drawings Ref Scope of Services A.7.h.	Principal	\$ 165.76	16	\$ 2,652.16	Grenier (Civil)	\$ 2,038.04			
		Jr. Architect	\$ 112.67	40	\$ 4,506.80	Wilder (LA)	\$ 2,241.00			
		Associate	\$ 89.36	40	\$ 3,574.40	Grenier (Strl)	\$ 1,851.60			
		PMM PROFIT AT 8%			\$ 858.67	Dplace (Com)	\$ 1,800.00			
						Zona (MP&E)	\$ 3,550.00			
						NV5 (AV)	\$ 1,875.83			
SUBTOTAL		96	\$ 11,592.03			\$ 13,356.47	\$ 24,948.50			
PC TOTAL		96	\$ 11,592.03			\$ 13,356.47	\$ 24,948.50			
<b>EXPENSE ALLOWANCES (PMM = \$960.00, Wilder = \$320.00, NV5 = \$666.30)</b>					\$ 960.00	\$ 986.30	\$ 1,946.30			
<b>GRAND TOTAL (Tasks 1-7)</b>					4996	\$ 611,067.50	\$ 557,122.91	\$ 1,168,190.41		
<b>DESIGN CONTINGENCY</b>								\$ 150,000.00		
<b>CONTRACT TOTAL</b>								\$ 1,318,190.41		



**SCHEDULE OF CONSULTANTS FEES:**

	P	SD	DD	CD			BP	CA	PC	EXPENSES	TOTAL
				50%	90%	100%					
Grenier (Civil)	\$ 1,867.92	\$ 4,076.08	\$ 14,969.98	\$ 7,707.38	\$ 5,162.78	\$ 2,038.04	\$ 1,472.72	\$ 5,905.18	\$ 2,038.04	\$ -	\$ 45,238.12
Grenier (Survey)	\$ 10,564.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,564.88
Grenier (Drain)	\$ 15,916.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,916.64
Grenier (Traffic)	\$ 9,678.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,678.43
Wilder (LA)	\$ 10,027.80	\$ 6,477.30	\$ 12,155.40	\$ 10,935.00	\$ 12,857.40	\$ 6,706.80	\$ 1,015.20	\$ 7,106.40	\$ 2,241.00	\$ 320.00	\$ 69,842.30
Grenier (Strl)	\$ 728.96	\$ 7,494.58	\$ 11,252.82	\$ 13,187.72	\$ 11,180.54	\$ 12,599.29	\$ 1,790.38	\$ 14,733.37	\$ 1,851.60	\$ -	\$ 74,819.26
Zona (MP&E)	\$ -	\$ 16,475.00	\$ 37,200.00	\$ 35,200.00	\$ 28,100.00	\$ 10,100.00	\$ 2,500.00	\$ 14,800.00	\$ 3,550.00	\$ -	\$ 147,925.00
Dplace (Com)	\$ 300.00	\$ 4,950.00	\$ 2,275.00	\$ 2,625.00	\$ 2,625.00	\$ 2,625.00	\$ 600.00	\$ 1,200.00	\$ 1,800.00	\$ -	\$ 19,000.00
NV5 (AV)	\$ 2,777.16	\$ 5,104.94	\$ 12,336.71	\$ 6,169.65	\$ 8,424.00	\$ 13,473.56	\$ -	\$ 10,063.01	\$ 1,875.83	\$ 666.30	\$ 60,891.16
S&W (Acous)	\$ -	\$ 3,250.00	\$ 1,875.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 7,875.00
RLB (Cost Est)	\$ 4,591.80	\$ 22,695.08	\$ 28,991.88	\$ 22,695.08	\$ 16,398.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,372.12
<b>SUBTOTAL</b>	<b>\$ 56,453.59</b>	<b>\$ 70,522.98</b>	<b>\$ 121,056.79</b>	<b>\$ 98,519.83</b>	<b>\$ 86,998.00</b>	<b>\$ 47,542.69</b>	<b>\$ 7,378.30</b>	<b>\$ 54,307.96</b>	<b>\$ 13,356.47</b>	<b>\$ 986.30</b>	<b>\$ 557,122.91</b>
PMM (Arch)	\$ 73,881.93	\$ 94,884.48	\$ 99,248.33	\$ 91,304.06	\$ 51,162.62	\$ 36,924.34	\$ 24,616.22	\$ 126,493.49	\$ 11,592.03	\$ 960.00	\$ 611,067.50
<b>SUBTOTAL</b>	<b>\$ 130,335.52</b>	<b>\$ 165,407.46</b>	<b>\$ 220,305.12</b>	<b>\$ 189,823.89</b>	<b>\$ 138,160.62</b>	<b>\$ 84,467.03</b>	<b>\$ 31,994.52</b>	<b>\$ 180,801.45</b>	<b>\$ 24,948.50</b>	<b>\$ 1,946.30</b>	<b>\$ 1,168,190.41</b>
<b>DESIGN CONTINGENCY</b>											\$ 150,000.00
<b>CONTRACT TOTAL</b>											<b>\$ 1,318,190.41</b>

**PROFESSIONAL ARCHITECT/ PLANNER RATE SCHEDULE**  
DESIGN, PLANNING, AND PRESERVATION SERVICES

**DATE:** April 3rd, 2026  
**PREPARED BY:** Corky Poster, Architect/ Planner/ Principal  
**PROJECT:** Southwest Library for Pima County

STAFF POSITION	DIRECT LABOR*		OVERHEAD**		BILLING RATE W/O PROFIT
	A		B		
Principal/Architect (R.A.)	\$ 64.00	\$ 64.00	\$ 101.76	\$ 101.76	\$ 165.76
Principal/Planner (FAICP)	\$ 64.00	\$ 64.00	\$ 101.76	\$ 101.76	\$ 165.76
Senior Architect (R.A.)	\$ 52.50	\$ 52.50	\$ 83.48	\$ 83.48	\$ 135.98
Junior Architect 1 (R.A.)	\$ 43.50	\$ 43.50	\$ 69.17	\$ 69.17	\$ 112.67
Architectural Associate	\$ 34.50	\$ 34.50	\$ 54.86	\$ 54.86	\$ 89.36
Clerical/Admin	\$ 29.00	\$ 29.00	\$ 46.11	\$ 46.11	\$ 75.11

**A** Direct Labor Rate  
**B** Overhead @ 159% x (A)  
**C** Billing Rate w/o Profit (A + B)  
\* Actual Hourly Rate as per 7-1-25  
\*\* Determined per GAAP, calculation available upon request. No audit available.

  
Corky Poster, Architect/ Planner/ Principal



**GRENIER ENGINEERING, INC.**  
**Professional Engineering Consultants**

April 24, 2026

Jon Mirto, Architect / Principal  
PMM | Poster Mirto McDonald  
317 N. Court Ave.  
Tucson, AZ 85701

Project: Southwest Library - 4740 W. Valencia Rd, Tucson, AZ 85746 – Scope of Work

Compensation:

Structural –	Conceptual Design -	\$ 728.96
	Schematic Design -	\$ 7,494.58
	Design Development -	\$ 11,252.82
	50% CD –	\$ 13,187.72
	90% CD –	\$ 11,180.54
	100% CD –	\$ 12,599.29
	Bidding, GMP Review & Negotiation –	\$ 1,790.38
	Construction Support Services –	\$ 14,733.37
	Close Out/Record Drawings –	\$ 1,851.60
	Civil –	Existing Conditions Survey -
Drainage Report -		\$ 15,916.64
Traffic Impact Study -		\$ 9,678.43
Conceptual Design -		\$ 1,867.92
Schematic Design -		\$ 4,076.08
Design Development -		\$ 14,969.98
50% CD –		\$ 7,707.38
90% CD –		\$ 5,162.78
100% CD –		\$ 2,038.04
Bidding, GMP Review & Negotiation –		\$ 1,472.72
Construction Support Services –		\$ 5,905.18
Close Out/Record Drawings –		\$ 2,038.04

Scope of Work:

As stated in Exhibit “A” – Scope of Services for the new Southwest Library Project (4740 W. Valencia Rd, Tucson, AZ 85746), as prepared by Pima County Facilities Management, New Building Services Division, we will provide the following engineering services:

Structural Engineering services will include standard structural design for the primary building elements of a 13,000 – 15,000 square foot, one story building (roof framing, walls, foundations and lateral load resisting systems) as well as miscellaneous site walls and retaining walls if required.

Civil Engineering Services will include standard civil design services for this +/- 5 acre site, and the description of the proposed scope items are as follows:

### **ALTA/ACSM SURVEY**

Coordination with our subconsultant, Hawkeye Land Surveying, a registered Land Surveyor to perform the ALTA/ACSM LAND TITLE SURVEY of the entire site including one-foot contour interval mapping of the entire site utilizing aerial photography and mapping. The survey will be prepared in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys jointly established and adopted by the American Land Title Association, the American Congress on Surveying and Mapping and the National Society of Professional Surveyors. This survey will be prepared based upon a current title report and copies of the Schedule B Items to be provided by county.

### **DRAINAGE REPORT**

- Coordination with our subconsultant, CMG Drainage, a Hydrology Engineer, to prepare the required Drainage Report for review by Pima County Regional Flood Control District (RFCDD). This report is required as part of the Site Construction Permit process.
- The site is greater than 1 acre so it does not qualify for a drainage statement.
- This drainage report is based on a typical 5 acre development.
- There are offsite flows that enter the site from North and East. The flow type is sheet flow and based on preliminary evaluation seems that some of the wildcat development, salvage yard, clutter and walled properties will impact and possibly direct more sheet flow towards the site. It needs to be evaluated in the field and watershed delineations updated.
- Valencia Road drainage characteristics need to be analyzed to understand if peak flow conditions will have backwater effects from culverts back into the site.

### **TRAFFIC IMPACT STUDY**

- Coordination with our subconsultant, M Esparza Engineering, a Traffic Engineer, to prepare the required Traffic Impact Study. This scope will include data collection, traffic counts, trip generation, trip distribution and assignment, capacity analysis, traffic control needs, queuing analysis, crash analysis, draft TIS, final TIS, response to comments and meeting and coordination.
- Based on the Trip Generation Manual, the PM peak hour trip generation is over 100 trips, requiring a Traffic Impact Study for this project.

### **SITE CONSTRUCTION PERMIT**

- *Civil Site Plan*  
GEI will prepare a Civil Site Plan as part of the Site Construction Permit. The site plan will depict all required site demolition items; intended site improvements; parking areas; sidewalks, landscape areas, etc., and will include all applicable zoning information.
- *Civil Grading and Paving Plans*  
GEI will prepare a Grading and Paving Plan for the project as part of the Site Construction Permit. These plans will include engineering control for parking areas, sidewalks, drainage improvements, etc.; finished surface and finished grade elevations; and an earthwork estimation for cut and fill to be used for permitting purposes only.
- *Onsite Private Utility Plan*  
GEI will prepare a utility plan for this project to be submitted as part of the Site Construction Permit. This will identify all known existing utilities around the site based on utility maps from the utility companies and blue stake discussed below. This plan will also show the proposed private onsite utilities. The sewer HCS

connection to the building, domestic water, landscape water and fire water services from the property line/meter to the building. It is assumed that no public sewer extension will be required for this project and that a 4" sewer HCS connection to the existing public sewer main will be sufficient. The existing public sewer main located along the north side of Valencia Road is assumed to provide adequate depth and capacity to serve the proposed building.

- *Horizontal Control Plan*  
GEI will provide a detailed horizontal control plan providing all information needed for the site layout including dimensions, curve data and a summary point table. This task also includes establishing a point data base for the finished grade conditions that may be downloaded to the surveyor for staking.
- *SWPPP*  
GEI will prepare a Storm Water Pollution Prevention Plan (SWPPP) for this project in compliance with AZPDES permit requirements. We will assist the Owner in completing the required Notice of Intent (NOI) to be filed with ADEQ. Please note this item does not include site observations to determine the site's compliance with the provisions and recommendations found within the SWPPP, as GEI assumes the Owner and the General Contractor will have operational control of the construction plans, specifications and site conditions once the plans have been approved by the appropriate governing agency, and construction has begun.

#### **JOC WATER PLAN & COORDINATION WITH TUCSON WATER FOR PUBLIC WATER PLANS**

It is assumed that the domestic water service, irrigation service and fire service can be provided through a JOC contract with Tucson Water. GEI will prepare a JOC Plan for Tucson Water. Tucson Water will permit the plan and provide a construction fee to have these services installed by the Tucson Water Contractor. The project GC will install the lines and backflow preventors from the meters/property line to the building. If Tucson Water requires a Master Water & Design Water Plan submittal rather than a JOC, that design fee would be \$8,000.

#### **PRIVATE BLUESTAKE**

GEI will coordinate with a private bluestake company (utility locator) to mark private underground utilities onsite as best as possible. Typically, the private utility locator requires a public bluestake to be performed prior to doing the private locate. It is assumed Pima County will be able to request a public bluestake of the entire project site prior to the project ALTA survey beginning. Pima County shall provide us a current title report of the property prior to beginning the survey.

Both Structural and Civil Engineering Services include Conceptual Design, Schematic Design Phase; Design Development Phase; Construction Documents Phases (50%, 90% & 100%); Bidding and Negotiation Phase; CMAR Collaboration Phase; Construction Administration and providing Record Drawings (Note: Record Drawings will be provided based upon marked-up / redlined record drawings, addenda, change orders and other data furnished by the Contractor or other third parties, and may include unverified information provided by other parties, which Grenier Engineering, Inc. has assumed to be reliable, however Grenier Engineering Inc. will not warrant the accuracy of the Record Drawings).

Sincerely,  
**Grenier Engineering, Inc.**

A handwritten signature in black ink, appearing to read 'D. Gluck', with a long, sweeping horizontal line extending to the right.

David Gluck, P.E., S.E.  
Vice President

**HOURLY RATE CALCULATION**

DATE: 4.2.2026

PROJECT: Pima County Southwest Library

EFFECTIVE: 1.1.2026

Overhead %	134%
Profit %	8%

Role	Department	Direct Labor Rate	Overhead	Profit	Billing Rate
Principal Engineer	GEI Civil & Structural	\$ 88.00	\$ 117.92	\$ 16.47	\$ 222.39
Senior Project Manager	GEI Structural	\$ 72.11	\$ 96.63	\$ 13.50	\$ 182.24
Project Manager	GEI Civil	\$ 57.69	\$ 77.30	\$ 10.80	\$ 145.79
Project Engineer	GEI Structural	\$ 45.00	\$ 60.30	\$ 8.42	\$ 113.72
Civil Designer	GEI Civil	\$ 43.00	\$ 57.62	\$ 8.05	\$ 108.67
Designer	GEI Structural	\$ 40.00	\$ 53.60	\$ 7.49	\$ 101.09
Senior Drafter	GEI Structural	\$ 37.50	\$ 50.25	\$ 7.02	\$ 94.77

Role	Sub Consultant	Direct Labor Rate	Overhead	Profit	Billing Rate
Principal Traffic Engineer	M Esparza Engineering	\$ 118.71	\$ 159.07	\$ 22.22	\$ 300.00

Role	Sub Consultant	Direct Labor Rate	Overhead	Profit	Billing Rate
Project Principal	CMG Drainage	\$ 72.68	\$ 97.39	\$ 13.61	\$ 183.68
Project Manager	CMG Drainage	\$ 67.12	\$ 89.94	\$ 12.56	\$ 169.63
Sr. Project Engineer/Hydrologist	CMG Drainage	\$ 59.42	\$ 79.62	\$ 11.12	\$ 150.17
Project Engineer/Hydrologist	CMG Drainage	\$ 51.73	\$ 69.32	\$ 9.68	\$ 130.73
Engineering Tech/Designer	CMG Drainage	\$ 45.31	\$ 60.72	\$ 8.48	\$ 114.51
CADD Technician	CMG Drainage	\$ 38.90	\$ 52.13	\$ 7.28	\$ 98.31
Clerical/Administration	CMG Drainage	\$ 28.22	\$ 37.81	\$ 5.28	\$ 71.32

Role	Sub Consultant	Direct Labor Rate	Overhead	Profit	Billing Rate
Professional Surveyor	Hawkeye Land Surveying	\$ 78.50	\$ 105.19	\$ 14.70	\$ 198.39
Senior Technician	Hawkeye Land Surveying	\$ 53.00	\$ 71.02	\$ 9.92	\$ 133.94
Field Crew	Hawkeye Land Surveying	\$ 70.50	\$ 94.47	\$ 13.20	\$ 178.17

**Formulas:**

- (A) Direct Labor Rate
- (B) Overhead @ 134% x (A)
- (C) Profit @ 8% x (A + B)
- (D) Billing Rate (A + B + C)



**Grenier Engineering, Inc.**  
**Structural and Civil Engineering Consultants**

*The first thing we design is your confidence.*

- DATE:** April 24th, 2026  
**TO:** Martyn Klell and Ken Imoehl, Architects, Pima County Facilities Management  
**FROM:** David Gluck, Professional Engineer & Vice President, Grenier Engineering, Inc.  
**RE:** Pima County Southwest Library  
**SCOPE:** Civil Engineering for this Project consist of the following and as described in SFQ PO-2500028050  
 1.1 Existing Conditions Survey,  
 1.4 Concept Design with Drainage Report and Traffic Report  
 2. Schematic Design  
 3. Design Development  
 4. Construction Documentation in 3 submittals, 4.1 50%, 4.2 90%, 4.3 100% Bid Documents  
 5. Bidding and Permitting  
 6. Construction Administration  
 7. Project Close-Out/Record Drawings

BASE TASK #	GEI - Sub Consultant TASK DESCRIPTION	Staff Description	Billable Rate	Hrs per Task	GEI Total Per Staff
1.1	Existing conditions survey Ref Scope of Services A.6.a.	Principal Engineer	\$ 222.39	5	\$ 1,111.95
		Civil Project Manager	\$ 145.79	5	\$ 728.95
		Professional Surveyor (Hawkeye)	\$ 198.39	17	\$ 3,372.63
		Senior Technician (Hawkeye)	\$ 133.94	20	\$ 2,678.80
		Field Crew (Hawkeye)	\$ 178.17	15	\$ 2,672.55
SUBTOTAL					\$ 10,564.88
1.4	Drainage Report	Project Manager (CMG)	\$ 169.62	24	\$ 4,070.88
		Sr. Project Engineer (CMG)	\$ 150.17	1	\$ 150.17
		Project Engineer/Hydrologist (CMG)	\$ 130.73	60	\$ 7,843.80
		Designer (CMG)	\$ 114.52	15	\$ 1,717.80
		CADD Tech (CMG)	\$ 98.31	1	\$ 98.31
		Civil Project Manager	\$ 145.79	8	\$ 1,166.32
		Civil Designer	\$ 108.67	8	\$ 869.36
SUBTOTAL					\$ 15,916.64
1.4	Traffic Impact Study	Principal Traffic Engineer (Esparza)	\$ 300.00	24	\$ 7,200.00
		Civil Project Manager	\$ 145.79	17	\$ 2,478.43
		Civil Designer	\$ 108.67		\$ -
SUBTOTAL					\$ 9,678.43
1.4	Prepare Conceptual Design docs. Ref Scope of Services A.7.a-b.	Principal Engineer	\$ 222.39	3	\$ 667.17
		Project Manager	\$ 145.79	6	\$ 874.74
		Civil Designer	\$ 108.67	3	\$ 326.01
SUBTOTAL					\$ 1,867.92
2	Prepare Schematic Design docs. Ref Scope of Services A.7.b.	Principal Engineer	\$ 222.39	2	\$ 444.78
		Project Manager	\$ 145.79	10	\$ 1,457.90
		Civil Designer	\$ 108.67	20	\$ 2,173.40
SUBTOTAL					\$ 4,076.08
3	Prepare Design Development docs. Ref Scope of Services A.7.c.	Principal Engineer	\$ 222.39	2	\$ 444.78
		Project Manager	\$ 145.79	40	\$ 5,831.60
		Civil Designer	\$ 108.67	80	\$ 8,693.60
SUBTOTAL					\$ 14,969.98
4.1	Prepare 50% Contract Document docs. Ref Scope of Services A.7.d.	Principal Engineer	\$ 222.39	2	\$ 444.78
		Project Manager	\$ 145.79	20	\$ 2,915.80
		Civil Designer	\$ 108.67	40	\$ 4,346.80
SUBTOTAL					\$ 7,707.38
4.2	Prepare 90% Contract Document docs. Ref Scope of Services A.7.d.	Principal Engineer	\$ 222.39	2	\$ 444.78
		Project Manager	\$ 145.79	10	\$ 1,457.90
		Civil Designer	\$ 108.67	30	\$ 3,260.10
SUBTOTAL					\$ 5,162.78
4.3	Prepare 100% Contract Document docs. Ref Scope of Services A.7.d.	Principal Engineer	\$ 222.39	1	\$ 222.39
		Project Manager	\$ 145.79	5	\$ 728.95
		Civil Designer	\$ 108.67	10	\$ 1,086.70
SUBTOTAL					\$ 2,038.04
5	Submit plans for permitting and respond to permit comments. Ref Scope of Services A.7.f.	Principal Engineer	\$ 222.39	4	\$ 889.56
		Project Manager	\$ 145.79	4	\$ 583.16
		Civil Designer	\$ 108.67		\$ -
SUBTOTAL					\$ 1,472.72
6	Provide full service CA during construction Ref Scope of Services A.7.g.	Principal Engineer	\$ 222.39	2	\$ 444.78
		Project Manager	\$ 145.79	30	\$ 4,373.70
		Civil Designer	\$ 108.67	10	\$ 1,086.70
SUBTOTAL					\$ 5,905.18
7	Provide project close-out and record drawings Ref Scope of Services A.7.h.	Principal Engineer	\$ 222.39	1	\$ 222.39
		Project Manager	\$ 145.79	5	\$ 728.95
		Civil Designer	\$ 108.67	10	\$ 1,086.70
SUBTOTAL					\$ 2,038.04
<b>TOTAL</b>				<b>352</b>	<b>\$ 81,398.07</b>

6300 E. El Dorado Plaza  
 Suite A120  
 Tucson, AZ 85715  
 520-326-7082  
 greniereng.com

Thank you.  
 David Gluck, Professional Engineer & Vice President



**Grenier Engineering, Inc.**  
**Structural and Civil Engineering Consultants**  
*The first thing we design is your confidence.*

**DATE:** April 24th, 2026  
**TO:** Martyn Klell and Ken Imoehl, Architects, Pima County Facilities Management  
**FROM:** David Gluck, Professional Engineer & Vice President, Grenier Engineering, Inc.  
**RE:** Pima County Southwest Library  
**SCOPE:** Structural Engineering for this Project consist of the following and as described in SFQ PO-2500028050  
 1.4 Concept Design  
 2. Schematic Design  
 3. Design Development  
 4. Construction Documentation in 3 submittals, 4.1 50%, 4.2 90%, 4.3 100% Bid Documents  
 5. Bidding and Permitting  
 6. Construction Administration  
 7. Project Close-Out/Record Drawings

BASE TASK #	GEI - Sub Consultant TASK DESCRIPTION	Staff Description	Billable Rate	Hrs per Task	GEI Total Per Staff
1.4	Prepare Conceptual Design docs. Ref Scope of Services A.7.a-b.	Principal Engineer	\$ 222.39	0	\$ -
		Senior Project Manager	\$ 182.24	4	\$ 728.96
		Project Engineer	\$ 113.72	0	\$ -
		Designer	\$ 101.09	0	\$ -
		Senior Drafter	\$ 94.77	0	\$ -
SUBTOTAL					\$ 728.96
2	Prepare Schematic Design docs. Ref Scope of Services A.7.b.	Principal Engineer	\$ 222.39	2	\$ 444.78
		Senior Project Manager	\$ 182.24	14	\$ 2,551.36
		Project Engineer	\$ 113.72	2	\$ 227.44
		Designer	\$ 101.09	16	\$ 1,617.44
		Senior Drafter	\$ 94.77	28	\$ 2,653.56
SUBTOTAL					\$ 7,494.58
3	Prepare Design Development docs. Ref Scope of Services A.7.c.	Principal Engineer	\$ 222.39	2	\$ 444.78
		Senior Project Manager	\$ 182.24	15	\$ 2,733.60
		Project Engineer	\$ 113.72	6	\$ 682.32
		Designer	\$ 101.09	30	\$ 3,032.70
		Senior Drafter	\$ 94.77	46	\$ 4,359.42
SUBTOTAL					\$ 11,252.82
4.1	Prepare 50% Contract Document docs. Ref Scope of Services A.7.d.	Principal Engineer	\$ 222.39	6	\$ 1,334.34
		Senior Project Manager	\$ 182.24	12	\$ 2,186.88
		Project Engineer	\$ 113.72	22	\$ 2,501.84
		Designer	\$ 101.09	24	\$ 2,426.16
		Senior Drafter	\$ 94.77	50	\$ 4,738.50
SUBTOTAL					\$ 13,187.72
4.2	Prepare 90% Contract Document docs. Ref Scope of Services A.7.d.	Principal Engineer	\$ 222.39	6	\$ 1,334.34
		Senior Project Manager	\$ 182.24	10	\$ 1,822.40
		Project Engineer	\$ 113.72	20	\$ 2,274.40
		Designer	\$ 101.09	10	\$ 1,010.90
		Senior Drafter	\$ 94.77	50	\$ 4,738.50
SUBTOTAL					\$ 11,180.54
4.3	Prepare 100% Contract Document docs. Ref Scope of Services A.7.d.	Principal Engineer	\$ 222.39	10	\$ 2,223.90
		Senior Project Manager	\$ 182.24	18	\$ 3,280.32
		Project Engineer	\$ 113.72	16	\$ 1,819.52
		Designer	\$ 101.09	10	\$ 1,010.90
		Senior Drafter	\$ 94.77	45	\$ 4,264.65
SUBTOTAL					\$ 12,599.29
5	Submit plans for permitting and respond to permit comments. Ref Scope of Services A.7.f.	Principal Engineer	\$ 222.39		\$ -
		Senior Project Manager	\$ 182.24	4	\$ 728.96
		Project Engineer	\$ 113.72	4	\$ 454.88
		Designer	\$ 101.09	6	\$ 606.54
		Senior Drafter	\$ 94.77	0	\$ -
SUBTOTAL					\$ 1,790.38
6	Provide full service CA during construction Ref Scope of Services A.7.g.	Principal Engineer	\$ 222.39	6	\$ 1,334.34
		Senior Project Manager	\$ 182.24	40	\$ 7,289.60
		Project Engineer	\$ 113.72	24	\$ 2,729.28
		Designer	\$ 101.09	10	\$ 1,010.90
		Senior Drafter	\$ 94.77	25	\$ 2,369.25
SUBTOTAL					\$ 14,733.37
7	Provide project close-out and record drawings Ref Scope of Services A.7.h.	Principal Engineer	\$ 222.39		\$ -
		Senior Project Manager	\$ 182.24	6	\$ 1,093.44
		Project Engineer	\$ 113.72		\$ -
		Designer	\$ 101.09		\$ -
		Senior Drafter	\$ 94.77	8	\$ 758.16
SUBTOTAL					\$ 1,851.60
<b>TOTAL</b>				<b>607</b>	<b>\$ 74,819.26</b>

April 21, 2026

Jon Mirto  
Architect / Principal  
Poster Mirto McDonald  
317 N. Court Ave.  
Tucson, AZ 85701

**Re: Proposal for Landscape Architectural Services – Southwest Library – rev1**

Jon,

I appreciate the opportunity to provide this proposal for landscape design services for the Southwest Library (4740 W. Valencia Rd). The following scope and fee are based on the project RFQ Exhibit A, Scope of Services, and Pima County requirements and guidelines.

For this project Wilder Landscape Architects (Wilder) will provide:

- Native Plant Inventory and Plans and mapping of invasive plant species for eradication prior to site disturbance.
- Landscape Plans (earthworks + planting, hardscape, irrigation), Details, Specifications, and OPCs. Landscape will include areas around building, outdoor reading patios, areas along circulation and within parking lot, and at the entry off Valencia (landscape adjacent to library signage). PMM will develop sidewalk circulation; Wilder will develop hardscape / perimeter treatment for outdoor reading areas.
- Stakeholder engagement (two public outreach meetings) and graphic development.
- Bidding Assistance, Construction Observation and project Close Out.

**TASKS AND DELIVERABLES**

**Task 1: Existing Conditions Survey** (PC-SOW 6a)

Tasks / Deliverables

- Wilder will conduct the Native Plant Inventory in accordance with Pima County code requirements (Pima County Zoning Code, Chapter 18.72). At this stage, tagging and flagging will not be performed – the inventory will serve to inform desired preserve-in-place vegetation during design development. Tagging and flagging will be performed under Task 5-2, once ultimate disposition of plants is known. Any invasive species found will also be mapped and recommended treatment provided.

Submittal and Meetings

- CAD file of inventoried plants will be shared with the team for site planning. Native Plant inventory plans will be prepared under Task 5-2.
- One design team meeting

## **Task 2: Conceptual Design** (PC-SOW 6b)

### Tasks / Deliverables

- Participation (1 Wilder team member) in two stakeholder meetings of up to two hours each to be conducted by the design team. Two presentation-style graphics will be prepared. Graphics will be 24" x 36", printed in color and mounted on gator board for presentation at public meetings.
- Code review.

### Submittal and Meetings

- Two stakeholder meetings.
- One design team meeting.

## **Task 3: Schematic Design** (PC-SOW 7b)

### Tasks / Deliverables

- Site Plan (developed in collaboration with design team) that includes outdoor patios / engagement areas, walkways, parking areas, landscaped areas and drainage flows. Management of storm water runoff from buildings and site, site soils, and site response to surrounding context shall be addressed and investigated.
- Landscape narrative that addresses site amenities, planting, passive water harvesting, proposed hardscape materials, and irrigation recommendations.
- Schedule of proposed plant species
- Coordination with the Pima County Native Plant Nursery for project grow out. Wilder will provide the nursery with plant species, anticipated quantity, sizes, and timeframe for planting.
- Review of CMAR's cost estimate

### Submittal and Meetings

- One SD Phase submittal.
- One design team meeting and one Plan review meeting.

## **Task 4: Design Development** (PC-SOW 7c)

### Tasks / Deliverables

- Landscape Plans: Wilder will develop Landscape Plans (earthworks and planting, and hardscape for outdoor reading areas). Plan scale 1" = 10'.
  - Tree symbols by species shall be shown; understory planting areas will be hatched.
  - An irrigation narrative will identify system materials and water / electrical requirements.
- Details and Specifications
- Opinion of Probable Costs
- Review of CMAR's cost estimate
- Written responses to County review comments

### Submittal and Meetings

- One DD Phase submittal
- Design team quality review session prior to submittal
- Two design team/ client coordination meetings

**Task 5-1: 50% Construction Documents** (PC-SOW 7d)

Tasks / Deliverables

- Landscape Plans
  - All proposed plants will be shown by species.
  - Irrigation plans will depict point of connection, potential valve locations, and mainline. Laterals will not be shown.
- Details and Specifications
- Opinion of Probable Cost
- Review of CMAR's cost estimate
- Written responses to County review comments

Submittal and Meetings

- Design team quality review session prior to submittal
- Page-turn submittal review
- Two design team coordination meetings

**Task 5-2: 90% Construction Documents** (PC-SOW 7d)

Tasks / Deliverables

- Landscape Plans
  - Full irrigation plans with laterals will be developed.
  - Planting plans will include any required mitigation per the NPPP.
- Native Plant Preservation Plans in compliance with Pima County Zoning Code, Chapter 18.72. Includes tagging and flagging by disposition (preserve-in-place, salvage or destroy) of plants within the project disturbance area.
- Details and Specifications
- Opinion of Probable Cost
- Review of CMAR's cost estimate
- Written responses to County review comments

Submittal and Meetings

- Design team quality review session prior to submittal
- Page-turn submittal review
- Two design team coordination meetings

**Task 5-3: 100% Construction Documents** (PC-SOW 7e)

Tasks / Deliverables

- Landscape Plans, sealed
- Native Plant Preservation Plans, sealed
- Details and Specifications (book specs)
- Written responses to 90% comments

Submittal and Meetings

- Design team quality review session prior to submittal
- Two design team coordination meetings

**Task 6: Bidding** (PC-SOW 7f)

Tasks / Deliverables

- Attendance at pre-bid conference
- Respond to Contractor questions
- Prepare addenda as required

**Task 7: Construction Observation** (PC-SOW 7g)

Tasks / Deliverables

- Provide 6 site visits to review fine grading and passive water harvesting, site layout (outdoor reading areas), irrigation component layout, and plant placement. Field observation report shall be developed for each site visit.
- RFI review and response
- Preparation of ASIs
- Substantial completion walk-through, punch list preparation, and final walkthrough.

**Task 8: Project Close Out** (PC-SOW 7g)

Tasks / Deliverables

- Review of CMAR's As-Built plans
- Preparation and submission of Record Drawings Package (PDF and AutoCAD)

**Assumptions and Conditions:**

- Project base files will be provided by the Architect in AutoCAD format.
- All deliverables will be provided in PDF format, except for two graphic boards for public engagement that will be plotted in color and mounted on gator board (refer to Task 2).
- Plans will be drafted in AutoCAD 2025.
- All documentation of site grading, pavement elevations, and horizontal and vertical controls will be by the Civil Engineering Consultant.

**Fee by Task** (refer to Fee Schedule spreadsheet for breakout by classification and hours)

Task 1, Existing Conditions Survey: \$3,869.10

Task 2, Conceptual Design: \$6,158.70

Task 3, Schematic Design: \$6,477.30

Task 4, Design Development: \$12,155.40

Task 5-1, 50% Construction Documents: \$10,935.00

Task 5-2, 90% Construction Documents: \$12,857.40

Task 5-3, 100% Construction Documents: \$6,706.80

Task 6, Bidding: \$1,015.20

Task 7, Construction Observation: \$7,106.40

Task 8, Project Close Out: \$2,241.00

Direct Expenses (Color printing and mounting of graphics for public outreach): \$320.00

**Total: \$69,842.30**

Work will be provided on a cost plus fixed fee basis, billed monthly based on percent of work complete. Work beyond the scope outlined will be considered an additional service and will not proceed without approval from the Client.

I am looking forward to working with you on this project. Please let me know if you have any questions or need additional information.

Best regards,



Jennifer Patton  
Principal, Wilder Landscape Architects  
520-481-2328; jennifer@wilderla.com



**FEE SCHEDULE  
SOUTHWEST LIBRARY  
Landscape Design Services  
Wilder Landscape Architects  
April 30, 2026**

**Direct Labor (Wilder)**

<u>Classification</u>	<u>Estimated Hours</u>	<u>Direct+OH (150%) Labor Rate</u>	<u>Direct Labor Rate</u>	<u>Loaded Labor Costs</u>
Principal	95	\$150.00	\$60.00	\$14,250.00
Project Manager	315	\$117.50	\$47.00	\$37,012.50
Designer	138	\$95.00	\$38.00	\$13,110.00
<b>Direct Labor (DL)</b>	<b>548</b>			<b><u>\$64,372.50</u></b>

**Estimated Direct Expenses**

<u>Type</u>	<u>Amount</u>	<u>Unit Costs</u>	<u>Cost</u>
Printing (full color) and mounting of graphics for public outreac	2	\$160.00	\$320.00
<b>Total of Direct Expenses</b>			<b><u>\$320.00</u></b>

**Estimated Outside Expenses**

<u>Firm</u>	<u>Service</u>	<u>Cost</u>
		\$0.00
		\$0.00
<b>Total of Outside Expenses</b>		<b><u>\$0.00</u></b>

**Fixed Fee (8% of Labor Cost)**

**\$5,149.80**

**Total Estimated Costs**

**\$69,842.30**

*Wilder Overhead Rate = 150%*

**Wilder Landscape Architects**

**HOURS DERIVATION**

**4/21/2026**

Task No.	Description	Total Hrs	Principal	\$ 150.00	Project Manager	\$ 117.50	Designer	\$ 95.00	Total Labor Cost	8% Profit	Total Task
				Per / Hour		Per / Hour		Per / Hour			
			Hours	Amount	Hours	Amount	Hours	Amount			
	<b>WORK TASKS - Southwest Library</b>	<b>548</b>	<b>95</b>	<b>\$ 14,250.00</b>	<b>315</b>	<b>\$ 37,012.50</b>	<b>138</b>	<b>\$ 13,110.00</b>	<b>\$ 64,372.50</b>	<b>\$ 5,149.80</b>	<b>\$ 69,522.30</b>
TASK 1	Existing Conditions Survey	33	2	\$ 300.00	15	\$ 1,762.50	16	\$ 1,520.00	\$ 3,582.50	\$ 286.60	\$ 3,869.10
TASK 2	Conceptual Design	49	8	\$ 1,200.00	27	\$ 3,172.50	14	\$ 1,330.00	\$ 5,702.50	\$ 456.20	\$ 6,158.70
TASK 3	Schematic Design	48	11	\$ 1,650.00	37	\$ 4,347.50	0	\$ -	\$ 5,997.50	\$ 479.80	\$ 6,477.30
TASK 4	Design Development	96	20	\$ 3,000.00	46	\$ 5,405.00	30	\$ 2,850.00	\$ 11,255.00	\$ 900.40	\$ 12,155.40
TASK 5-1	50% Construction Documents	86	20	\$ 3,000.00	38	\$ 4,465.00	28	\$ 2,660.00	\$ 10,125.00	\$ 810.00	\$ 10,935.00
TASK 5-2	90% Construction Documents	104	18	\$ 2,700.00	46	\$ 5,405.00	40	\$ 3,800.00	\$ 11,905.00	\$ 952.40	\$ 12,857.40
TASK 5-3	100% Construction Documents	52	10	\$ 1,500.00	32	\$ 3,760.00	10	\$ 950.00	\$ 6,210.00	\$ 496.80	\$ 6,706.80
TASK 6	Bidding	8	0	\$ -	8	\$ 940.00	0	\$ -	\$ 940.00	\$ 75.20	\$ 1,015.20
TASK 7	Construction Observation	56	0	\$ -	56	\$ 6,580.00	0	\$ -	\$ 6,580.00	\$ 526.40	\$ 7,106.40
TASK 8	Project Close Out	16	6	\$ 900.00	10	\$ 1,175.00	0	\$ -	\$ 2,075.00	\$ 166.00	\$ 2,241.00
	<b>Totals</b>	<b>548</b>	<b>95</b>	<b>\$ 14,250.00</b>	<b>315</b>	<b>\$ 37,012.50</b>	<b>138</b>	<b>\$ 13,110.00</b>	<b>\$ 64,372.50</b>	<b>\$ 5,149.80</b>	<b>\$ 69,522.30</b>

April 22, 2026

Poster Mirto McDonald (PMM)  
317 N. Court Ave.  
Tucson, Arizona 85701  
[jmirto@pmm.design](mailto:jmirto@pmm.design)

Attention: Jon Mirto

Regarding: Pima County Southwest Library  
26048 – Revision #1

Dear Jon,

Thank you for the opportunity to propose on this project. Zona Technical Engineering, PLLC (Zona) is pleased to provide a fee for the Electrical, Mechanical, Plumbing, and Fire Protection design services. The fee will be **\$147,925.00 (one hundred, forty-seven thousand, nine hundred and twenty-five dollars)** and will be broken down as follows:

2. Schematic Design:	\$16,475.00
3. Design Development:	\$37,200.00
4.1 50% Construction Documents:	\$35,200.00
4.2 90% Construction Documents:	\$28,100.00
4.3 100% Construction Documents:	\$10,100.00
5. Bidding/Permitting:	\$2,500.00
6. Construction Administration:	\$14,800.00
7. Record Drawings:	<u>\$3,550.00</u>
Project Total:	\$147,925.00

This fee proposal is for new construction of a 13,000-15,000 sq. ft. library facility and will have dedicated spaces for a children's room, a teen space, a computer common, collections, reading areas, a staff work area, private study/tutoring rooms, a large meeting/community space, exterior reading areas, etc. The parcel is west of Interstate 10 with frontage along Valencia Road and is located adjacent to the new sheriff substation. The construction delivery method is Construction Manager at Risk and the total construction budget for this project will be \$10mil.

The fee includes the following design services:

- Schematic design narrative and estimated utility room sizes during preliminary design period
- HVAC system design with full air distribution
- High efficiency split system heat pump for MDF/IDF equipment rooms
- General exhaust for break room and restroom facilities
- Plumbing utilities (waste, water and natural gas) to five feet outside the building including coordination with civil construction documents for connection to public utilities
- Electrical service design including coordination with utility company standards
- Power and lighting design
- Exterior lighting design in compliance with Outdoor Lighting Code

- Electrical connections to owner provided equipment
- Electrical connections to mechanical and plumbing equipment
- Special systems back boxes and conduit pathway design
- Electrical one-lines, load summaries and panel schedules for electrical system
- Performance specifications for contractor designed fire protection and fire alarm systems
- Performance specifications for contractor provided arc flash and coordination studies
- IECC Mechanical and Lighting Compliance Certificates
- Twelve (12) virtual design review meetings with ownership and design team
- Four (4) in-person design review meetings with ownership and design team

The fee includes the following construction administration services:

- Written responses to the Authority Having Jurisdiction (AHJ) Plans Examiner review comments and associated drawing revisions required to address comments
- Pre-construction conference
- Shop drawing and submittal review
- Request for information resolutions
- Six (6) site observations with follow up field report
  - Three (3) by the mechanical engineer and three (3) by the electrical engineer
- Two (2) final walk-throughs with follow up punch list field report
  - One (1) by the mechanical engineer and one (1) by the electrical engineer
- Review of any construction change proposals
- Review of contractor pay requests
- Record drawing updates from construction mark-ups
- Review of final O & M manuals

Scope of Work Assumptions:

- Construction budgeting will be provided by a third-party estimator or pre-construction team
- The building mechanical system will be controlled through a building energy management and control system
- Third-party commissioning services will be provided by the owner
- Water harvesting, solar domestic hot water or sewage ejection system designs can be provided under an additional services proposal
- Special systems design including telephone/data, cable TV, security, A/V, paging, intercom, CCTV, etc. are excluded
- Photovoltaic design can be provided under an additional services proposal
- Submittal requirements for Health Department will be provided by architect/food service consultant
- Permitting and the cost of the permit from AHJ will be provided by others
- Water meter or wastewater fees associated to the tenant improvement/building construction will be paid by others
- This project will include book specifications
- The design can be documented in either Autodesk Revit or AutoCAD formats

The terms and conditions of Request for Qualifications SFQ PO-2500028050 for On-Call Architectural and Engineering Design Services: Southwest Library as a sub to PMM apply to this project.

Sincerely,

Approved:

ZONA TECHNICAL ENGINEERING, PLLC



Alec Zimmermann, P.E.  
Principal Electrical Engineer

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Standard Terms and Conditions**

### **STANDARD OF CARE**

Services performed by Zona Technical Engineering, PLLC (hereinafter Zona Technical Engineering) under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

### **TIMELINESS OF PERFORMANCE**

Zona Technical Engineering perform their services with due and reasonable diligence consistent with sound professional practices and project schedule.

### **LIABILITY**

In the event that design errors, omissions, or deficiencies are discovered following completion and acceptance of the construction documents, Zona Technical Engineering shall participate in definition of the problem and shall provide appropriate clarifications or corrections to the contract documents without additional fee. If a construction modification is required as a result of the error, omission, or deficiency, Zona Technical Engineering potential liability is limited to additional costs which would not have been incurred had the original documents been correct.

### **PAYMENT**

If the Client fails to make payments when due or otherwise is in breach of this Agreement, Zona Technical Engineering may suspend performance of services upon seven (7) calendar days' notice to the Client. Zona Technical Engineering shall have no liability to the Client for costs or damages as a result of such suspension caused by breach of this Agreement by the Client.

### **VERIFICATION OF EXISTING CONDITIONS**

Remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Zona Technical Engineering harmless, from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement.

### **MEDIATION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Zona Technical Engineering agree that all disputes between them arising out of or relating to this Agreement initially shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

### **DOCUMENTS**

The Client acknowledges Zona Technical Engineering's plans and specifications, including all documents on electronic media, as instruments of professional service. The plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to Zona Technical Engineering. The client shall not use or make, or permit to be made, any modification to the plans and specifications without the prior written authorization of Zona Technical Engineering. The Client agrees to waive any claim against Zona Technical Engineering arising from any unauthorized reuse or modification of the plans and specifications.

### **ATTORNEYS' FEES**

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses, as determined by Judgment.

### **OPINIONS OF PROBABLE CONSTRUCTION COST**

When providing opinions of probable construction cost, the Client understands that Zona Technical Engineering has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of Zona Technical Engineering's qualifications and experience. Zona Technical Engineering makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.



# TECHNICAL ENGINEERING

**DATE:** April 24th, 2026

**TO:** Poster Mirto McDonald

**FROM:** Zona Technical Engineering

**RE:** Pima County Southwest Library

**SCOPE:** Professional services for this Project consist of the following and as described in SFQ PO-2500028050

2. Schematic Design
3. Design Development
4. Construction Documentation in 3 submittals, 4.1 50%, 4.2 90%, 4.3 100% Bid Documents
5. Bidding and Permitting
6. Construction Administration
7. Project Close-Out/Record Drawings

BASE TASK #	Zona Technical Engineering - Sub TASK DESCRIPTION	Staff Description	Billable Rate	Hrs per Task	Zona Total Per Staff
2	Prepare Schematic Design docs. Ref Scope of Services A.7.b.	Principal Engineer	\$ 175.00	65	\$ 11,375.00
		Senior Engineer (PE)	\$ 125.00	0	\$ -
		Engineer	\$ 100.00	0	\$ -
		Designer II	\$ 90.00	0	\$ -
		Designer I	\$ 75.00	60	\$ 4,500.00
		Clerical/Admin	\$ 60.00	10	\$ 600.00
		<b>Zona Subtotal for Task 2</b>			
3	Prepare Design Development docs. Ref Scope of Services A.7.c.	Principal Engineer	\$ 175.00	120	\$ 21,000.00
		Senior Engineer (PE)	\$ 125.00	0	\$ -
		Engineer	\$ 100.00	0	\$ -
		Designer II	\$ 90.00	0	\$ -
		Designer I	\$ 75.00	200	\$ 15,000.00
		Clerical/Admin	\$ 60.00	20	\$ 1,200.00
		<b>Zona Subtotal for Task 3</b>			
4.1	Prepare 50% Contract Document docs. Ref Scope of Services A.7.d.	Principal Engineer	\$ 175.00	100	\$ 17,500.00
		Senior Engineer (PE)	\$ 125.00	0	\$ -
		Engineer	\$ 100.00	0	\$ -
		Designer II	\$ 90.00	0	\$ -
		Designer I	\$ 75.00	220	\$ 16,500.00
		Clerical/Admin	\$ 60.00	20	\$ 1,200.00
		<b>Zona Subtotal for Task 4.1</b>			
4.2	Prepare 90% Contract Document docs. Ref Scope of Services A.7.d.	Principal Engineer	\$ 175.00	80	\$ 14,000.00
		Senior Engineer (PE)	\$ 125.00	0	\$ -
		Engineer	\$ 100.00	0	\$ -
		Designer II	\$ 90.00	0	\$ -
		Designer I	\$ 75.00	180	\$ 13,500.00
		Clerical/Admin	\$ 60.00	10	\$ 600.00
		<b>Zona Subtotal for Task 4.2</b>			
4.3	Prepare 100% Contract Document docs. Ref Scope of Services A.7.d.	Principal Engineer	\$ 175.00	20	\$ 3,500.00
		Senior Engineer (PE)	\$ 125.00	0	\$ -
		Engineer	\$ 100.00	0	\$ -
		Designer II	\$ 90.00	0	\$ -
		Designer I	\$ 75.00	80	\$ 6,000.00
		Clerical/Admin	\$ 60.00	10	\$ 600.00
		<b>Zona Subtotal for Task 4.3</b>			
5	Submit plans for permitting and respond to permit comments. Ref Scope of Services A.7.f.	Principal Engineer	\$ 175.00	10	\$ 1,750.00
		Senior Engineer (PE)	\$ 125.00	0	\$ -
		Engineer	\$ 100.00	0	\$ -
		Designer II	\$ 90.00	0	\$ -
		Designer I	\$ 75.00	10	\$ 750.00
		Clerical/Admin	\$ 60.00	0	\$ -
		<b>Zona Subtotal for Task 5</b>			
6	Provide full service CA during construction Ref Scope of Services A.7.g.	Principal Engineer	\$ 175.00	64	\$ 11,200.00
		Senior Engineer (PE)	\$ 125.00	0	\$ -
		Engineer	\$ 100.00	0	\$ -
		Designer II	\$ 90.00	0	\$ -
		Designer I	\$ 75.00	40	\$ 3,000.00
		Clerical/Admin	\$ 60.00	10	\$ 600.00
		<b>Zona Subtotal for Task 6</b>			
7	Provide project close-out and record drawings Ref Scope of Services A.7.h.	Principal Engineer	\$ 175.00	10	\$ 1,750.00
		Senior Engineer (PE)	\$ 125.00	0	\$ -
		Engineer	\$ 100.00	0	\$ -
		Designer II	\$ 90.00	0	\$ -
		Designer I	\$ 75.00	24	\$ 1,800.00
		Clerical/Admin	\$ 60.00	0	\$ -
		<b>Zona Subtotal for Task 7</b>			
<b>GRAND TOTAL</b>				<b>1363</b>	<b>\$ 147,925.00</b>

**HOURLY RATE CALCULATION**

DATE: 4/1/2026

PROJECT: Southwest Library

EFFECTIVE: 1/1/2024

Role	Direct Labor Rate	Overhead	Profit	Billing Rate
Principal Engineer	\$ 72.02	\$ 90.02	\$ 12.96	\$ 175.00
Senior Engineer (PE)	\$ 51.44	\$ 64.30	\$ 9.26	\$ 125.00
Engineer	\$ 41.15	\$ 51.44	\$ 7.41	\$ 100.00
Designer II	\$ 37.04	\$ 46.29	\$ 6.67	\$ 90.00
Designer I	\$ 30.87	\$ 38.58	\$ 5.56	\$ 75.00
Clerical/Admin	\$ 24.69	\$ 30.87	\$ 4.44	\$ 60.00



# PROPOSAL

*Pima County  
Southwest  
Library*

*Tucson, AZ*



April 21, 2026

**Jon Mirto | PMM**  
Architect/Principal

RE: Pima County Southwest Library

Dear Jon

Dplace Technologies is pleased to present this Proposal for Communications Engineering Services for the Pima County Southwest Library. We believe that you will find that this document is fully responsive to the requirements required by the Facilities and Information Technology Departments of the County.

The varied challenges of this project demand that the Information Technology Engineer be capable of launching and controlling a multi-departmental and multi-technology design strategy. To achieve this, the Information Technology Engineer must be capable of maintaining a firm grasp of the project and of creating a shared vision – that is, a vision with commitment and compliance – among all of the Design team members.

The success of our firm with difficult and challenging projects can be traced to our main strengths:

Focus  
Experience  
Dedication to the maintenance of Communication Standards

I thank you for your consideration of our firm for this exciting project. Please feel free to call me if you have any questions.

Very truly yours,

Dplace Technologies



Douglas B. Stewart RCDD/NTS/OSP, CTS  
[DBS@Dplacetechologies.com](mailto:DBS@Dplacetechologies.com)  
Principal/Owner

## Cost Proposal

BASE TASK #	Dplace Technologies ICT, Security, Consultant TASK DESCRIPTION	Staff Description	Billable Rate	Hrs per Task	Total Per Staff
1.4	Prepare Conceptual Design docs. Ref Scope of Services A.7.a-b.	RCDD, NTS, OSP Communications Consultant	\$150.00	2	\$300.00
		Field Technician	\$112.50	0	\$-
		Drafting Services	\$87.50	0	\$-
		Staff clerical Services	\$62.50	0	\$-
		SUBTOTAL			
2	Prepare Schematic Design docs. Ref Scope of Services A.7.b.	RCDD, NTS, OSP Communications Consultant	\$150.00	16	\$2,400.00
		Field Technician	\$112.50	8	\$900.00
		Drafting Services	\$87.50	16	\$1,400.00
		Staff clerical Services	\$62.50	4	\$250.00
		SUBTOTAL			
3	Prepare Design Development docs. Ref Scope of Services A.7.c.	RCDD, NTS, OSP Communications Consultant	\$150.00	12	\$1,800.00
		Field Technician	\$112.50	0	\$-
		Drafting Services	\$87.50	4	\$350.00
		Staff clerical Services	\$62.50	2	\$125.00
		SUBTOTAL			
4.1	Prepare 50% Contract Document docs. Ref Scope of Services A.7.d.	RCDD, NTS, OSP Communications Consultant	\$150.00	12	\$1,800.00
		Field Technician	\$112.50	0	\$-
		Drafting Services	\$87.50	8	\$700.00
		Staff clerical Services	\$62.50	2	\$125.00
		SUBTOTAL			
4.2	Prepare 90% Contract Document docs. Ref Scope of Services A.7.d.	RCDD, NTS, OSP Communications Consultant	\$150.00	12	\$1,800.00
		Field Technician	\$112.50	0	\$-
		Drafting Services	\$87.50	8	\$700.00
		Staff clerical Services	\$62.50	2	\$125.00
		SUBTOTAL			
4.3	Prepare 100% Contract Document docs. Ref Scope of Services A.7.d.	RCDD, NTS, OSP Communications Consultant	\$150.00	12	\$1,800.00
		Field Technician	\$112.50	0	\$-
		Drafting Services	\$87.50	8	\$700.00
		Staff clerical Services	\$62.50	2	\$125.00
		SUBTOTAL			
5	Submit plans for permitting and respond to permit comments. Ref Scope of Services A.7.f.	RCDD, NTS, OSP Communications Consultant	\$150.00	4	\$600.00
		Field Technician	\$112.50	0	\$-
		Drafting Services	\$87.50	0	\$-
		Staff clerical Services	\$62.50	0	\$-
		SUBTOTAL			
6	Provide full service CA during construction Ref Scope of Services A.7.g.	RCDD, NTS, OSP Communications Consultant	\$150.00	8	\$1,200.00
		Field Technician	\$112.50	0	\$-
		Drafting Services	\$87.50	0	\$-
		Staff clerical Services	\$62.50	0	\$-
		SUBTOTAL			
7	Provide project close-out and record drawings Ref Scope of Services A.7.h.	RCDD, NTS, OSP Communications Consultant	\$150.00	8	\$1,200.00
		Field Technician	\$112.50	0	\$-
		Drafting Services	\$87.50	4	\$350.00
		Staff clerical Services	\$62.50	4	\$250.00
		SUBTOTAL			
<b>TOTAL</b>				<b>158</b>	<b>\$19,000.00</b>

Profit at proscribed 8%

Role	Direct Labor Rate	Overhead	Profit	Billing Rate
RCDD, NTS, OSP Communications Consulting	\$ 60.00	\$ 78.00	\$ 12.00	\$ 150.00
Field Technician	\$ 45.00	\$ 58.50	\$ 9.00	\$ 112.50
Drafting Services	\$ 35.00	\$ 45.50	\$ 7.00	\$ 87.50
Staff clerical Services	\$ 25.00	\$ 32.50	\$ 5.00	\$ 62.50

April 21, 2026

**Jon Mirto**

Principal

**Poster Mirto McDonald**

317 North Court Avenue

Tucson, AZ 85701

Re: **Pima County Southwest Library**  
 Proposal for Audiovisual Consulting Services. 26-0014974.00

Dear Jon,

Thank you for inviting us to submit this proposal for the Southwest Library adjacent to the Sheriff's Office in SW Pima County. This proposal is based on the county issued RFQu-2500028050.

We assume the following project information:

- ✦ Project Size: Approximately 13,000-15,000 SF
- ✦ Project Budget \$10M
- ✦ Design Duration: Approximately 13 months
- ✦ Bidding and Construction: Approximately 20-23 months
- ✦ Opening: One opening date planned

We propose the Audiovisual Design and consultation for the project, including audio, video, display, conferencing, collaboration, presentation, control, and related systems such as digital signage. Our scope of work includes all relevant spaces in the facility.

**Concept Design**

1. Review existing documentation submitted by the Owner describing current audiovisual systems, standards, preferences, and future plans.
2. Meet with the Owner and Architect via web conference to ascertain the functional, aesthetic, sustainability and budgetary requirements and aspirations of the Audiovisual Systems.
3. Submit a brief Audiovisual Basis of Design with narrative descriptions of the relevant spaces and systems, and an Opinion of Probable Cost for the installed systems. This report is a decision-making tool for planning and budgeting purposes. The costs expressed are estimates per space or system-type for the equipment and labor necessary to achieve the planned functionality; the document does not identify specific component-level costs, manufacturers, makes or model numbers. Submit the report in PDF format intended to be used as a stand-alone document or attach it to other project documentation prepared by the Architect.
4. Review and resubmit narrative with any owner required updates.

**Schematic Design**

1. Assist the Architect in developing sightlines, room geometries, floor plans, seating plans, projection spaces, equipment locations, adjacencies, and ceiling heights to enable optimal use of the audiovisual systems.
2. Generate and submit Equipment Plan drawings for the Audiovisual Systems, illustrating recommended locations for projection screens, projectors, displays, cameras, loudspeakers, lecterns, equipment racks, technical furniture and other architecturally significant items as needed.
3. Review the Equipment Plan drawings with the Owner and Architect via web conference. Submit updated Equipment Plan drawings for approval by the Owner.

## Infrastructure and Systems Design (Design Development and Construction Documents)

1. Submit to the Architect, for coordination with appropriate members of the Design Team, guidelines for the following elements as related to the audiovisual systems: AC power, HVAC, vibration and structural needs, lighting performance, dimming, dimming control, window treatments, projection glazing, equipment security, telecommunications, interior finishes, specialty furnishings, and Intelligent Building Systems. Our input for these elements as related to audiovisual systems will be options to consider, not final designs or specifications.
2. Submit to the Architect, or contribute to the Revit model, for inclusion into the Construction Documents package, model elements and detailed drawings illustrating infrastructure required to support the Audiovisual Program. Floor plans, ceiling plans, select elevations, riser diagrams and associated details as needed comprise the set. Illustrated elements include those typically provided by the General Contractor and/or Electrical Contractor, such as cable pathways, conduit destinations and sizes, back boxes, floor boxes, power locations, equipment locations, blocking, backing, projection screens, architectural integration details, and other information conveying design intent.
3. Update the Opinion of Probable Cost for the installed audiovisual systems at 100% Design Development
4. Meet with the Owner to review and reconfirm the Audiovisual Program and budget.
5. Submit to the Architect and Owner, for release to specialty audiovisual contractors, competitive bidding documents for the audiovisual systems. The documents will include: narrative system descriptions, functional block diagrams showing major audiovisual components indicating signal flow and equipment interconnectivity, control software descriptions, Bidding Equipment List with specific manufacturers, makes, and models numbers for all of the major components, technical performance, installation, warranty coverage, training, documentation, and project close-out procedures.
6. Meet with the Owner to review the audiovisual systems design documentation.
7. Generate one set of updates to the audiovisual systems design documentation, based on Owner feedback.
8. Provide answers to technical questions from bidders during the bidding process.
9. Review bid responses for compliance to design and specification.

## Construction Administration

1. Provide clarifications to drawings and specifications if required.
2. Respond to relevant RFIs, Shop Drawings and other project submittals for compliance with design documentation, as related to our design scope and responsibilities.
3. Observe and report on the completed audiovisual systems and final documentation. Submit Punch List Report detailing results.

## ANTICIPATED MEETING SCHEDULE

We anticipate a total of 25 meetings, currently allocated as follows:

Phase	Qty	Location	Meeting Purpose
Schematic Design	1	Web Conference	User interviews to ascertain functional requirements of audiovisual systems; tour relevant facilities
Schematic Design	1	Web Conference	Review of Audiovisual report
DD / CD Design	3	Site (1) and Web Conference (2)	Audiovisual Drawing coordination
DD / CD Design	4	Web Conference	Progress Review with Owner technology staff
Audiovisual Systems Design	1	Web Conference	Review of final Audiovisual Systems designs and Specification
Construction Administration	6	Web Conference	Progress Review with Owner technology staff
Construction Administration	1	Site	Progress review of Audiovisual Systems and infrastructure
Construction Administration	1	Site	Final Audiovisual System Punch Listing and Acceptance Performance verification
Various	7	Web Conference	Project Coordination and Communication

## SCOPE OF WORK ASSUMPTIONS

This scope of work makes the following assumptions:

- a) Terms and Conditions are per the prime and sub-consultant agreements.
- b) We will adhere to the Owner's standards and preferences as applicable.
- c) Site meetings will be conducted in accordance with local health and safety recommendations. Participation for certain participants may be conducted via web conference.
- d) Schedule & Budget:
  - ✦ We expect to receive relevant Revit models a minimum of ten working days before the due date of our initial deliverable and three working days before due dates of subsequent deliverables. Our infrastructure drawings will be submitted for incorporation into the final Construction Document set by the Architect or others.
  - ✦ Our Construction Administration services assume that construction will not be phased, with a single opening date planned.
  - ✦ We anticipate the Audiovisual Systems will bid with the base building, not as a separate bid package .
  - ✦ If the project is placed on hold for longer than six months, we may request a remobilization fee upon the project's restart.
  - ✦ Unless otherwise stated, our engagement concludes ten working days after issuance of our punch list report.

e) Revit Deliverables:

- ✦ We anticipate delivering official drawing submissions on a total of five occasions as determined by the Architect. Deliver drawings in PDF and Revit format. In addition, we anticipate updating the Revit model in a publish and consume delivery method every two weeks during the Construction Document phase for team coordination purposes.
  - ✦ If the Architect determines the project team will use a cloud-based Revit collaboration tool (e.g., BIM 360 Team/Collaboration for Revit or “C4R” – either live or publish and consume) and we anticipate that the Architect will coordinate the project team BIM 360 requirements.
  - ✦ Our Revit families are developed to a level of LOD 200, with select items to LOD 300, as defined in AIA E202 but are not of render quality. Expected contributions to the technology infrastructure drawings are items such as floor penetrations, floor boxes, technology junction boxes, conduits 2” diameter or larger, cable trays and baskets. Coordination of these infrastructure elements with technology components are shown in detail drawings and elevations where relevant.
  - ✦ For the purposes of coordination with other trades and to facilitate clash detection by the Architect, our Revit input includes architecturally significant elements such as projectors, optical beam paths, projection screens, projector lifts, flat panel displays, lecterns or presenter workstations, video cameras, video camera sightlines, large loudspeaker arrays, cable trays and baskets, and equipment racks as needed.
  - ✦ Items not illustrated in the Revit model include conduit below 2” diameter, mounting hardware, bracing, fire-stopping, cabling, and other items that do not influence the architecture or other Design Team contributions. These items may be illustrated in detail drawings and elevations or addressed in the specifications as needed.
  - ✦ Select elements may be represented in the Revit model during design to facilitate coordination with the Design Team but removed from the final construction documents to clarify the specialty technology contractors’ scope.
- f) We assume no audio, video or display components are planned for the Building’s exterior and are therefore excluded. This is available as an optional service, if needed.
- g) If required, a Certified Technology Specialist – Design (CTS-D) will electronically stamp audiovisual drawings. This designation represents the highest level of certification available in the respective field. Stamping documents or drawings by an in-house Professional Engineer is an additional service.
- h) We will submit all deliverables electronically. Our deliverables, which include drawings, specifications, reports, and other submittals are considered to be “Instruments of Service” as defined by the AIA (American Institute of Architects) contractual documents for use solely and exclusively for this project.
- i) The Audiovisual bid package will be of sufficient detail to allow competitive bidding and shop drawing creation from qualified specialty contractors. The Owner or others will duplicate, distribute, award, and otherwise administrate all bids.
- j) All reports, program documents and audiovisual specifications will be submitted in PDF format intended as stand-alone documents or attachments/appendices to documents prepared by the Architect, Owner, or others.
- k) Design revisions based on changes initiated by the Owner or Design Team out of sequence with proposed design phase activities or after submittal of 50% Construction Documents may result in a request for additional services and associated fees.
- l) Significant design revisions to address product shortages or product cost increases may result in a request for additional services and associated fees.
- m) This proposal includes modifying deliverables in accordance with requests from the Owner or Architect in the normal course of issuing the proposed project deliverables on a percent complete basis. This proposal does not include responding to significant Peer Review comments from a third-party Consultant, Contractor, or Owner’s Representative.

- n) We exclude the following services from our base scope of work. Many of these design elements are available as additional services.
- ✦ Related to our Audiovisual Systems scope of work: Sound Masking, IPTV/TV head-end, Systems to support Outdoor Learning space / meeting space, Audio Video Content Development, AR/VR/XR Production and Playback Systems, Audiovisual Control System Software Development
  - ✦ Library-specific technologies such as Automatic Retrieval/Automatic Storage systems, RFID book/asset “checkout” systems, digitization stations, specialized databases, library administrative software, drive through window notification and material handling systems and so on
  - ✦ Related systems and elements: Acoustics, IT / Telecom / Structured Cabling, Public Safety Distributed Antenna Systems, Cellular Distributed Antenna Systems, Electronic Security Systems, Specialty Lighting, Architectural Lighting, Dimming, Window Treatments, Emergency Notification, Emergency Two-Way Communications, Fire Alarm, Life Safety systems, Intelligent Building / IoT systems
  - ✦ General: Selecting enterprise platforms/services/software, Technical Millwork construction details, creation of full “cut-sheet” packages, processing of vendor payment applications, cable ID/labeling on drawings, record drawings or as-built drawings, code compliance, demolition plans, swing space, pilot test spaces, tours of off-site facilities, PE/AIA stamping, LEED certification information, post-occupancy services
- o) If additional services are required, we will offer those services under a separate fixed fee proposal, or on a time and materials basis, based on rates current at the time of the assignment.
- p) We reserve the right to withdraw this proposal after 90 days.

## OPTIONAL SERVICES

The following services are listed for consideration. We welcome the opportunity to discuss each element as appropriate.

- ✦ AV Control System Software Development / Asset Management Portal
- ✦ AV System Tuning / Optimization / Commissioning
- ✦ Structured Cabling Design / IT / Telecom Outside Cable Plant Design
- ✦ Specialty Lighting Design
- ✦ Acoustics & Vibration Control Design

## FEES AND EXPENSES

Our lump sum fee for this project will be \$60,224.86 plus travel expenses billed per Pima County policy. The fee breakdown and hourly rates are provided in the attached spreadsheet as requested.

## PAYMENT TERMS

This proposal is offered as a fixed fee with Net 30 days payment terms or per terms of the prime agreement. Typical expenses are included above.

If this is acceptable, please submit an AIA contract or similar contract instrument with this document as an attachment. Contractual documents should reference NV5 Consultants, Inc.

Address to Sean Weida, Director of Operations, NV5, 1501 Reedsdale St. Suite 300, Pittsburgh, PA 15233

If you wish to discuss this further, please contact me at 412.977.5735 or Mark.Gillis@NV5.com.

Thank you for your consideration. We look forward to a highly successful project together.

Sincerely

NV5



Mark A Gillis  
Principal



Mark Grassi  
Vice President

STATEMENT OF IMPARTIALITY: NV5 Consultants, Inc is an independent consulting firm and as such does not derive revenue from any representation, manufacture, sale, or installation of any product, and has no ongoing affiliation with any entity that sells or installs Audiovisual, Structured Cabling, IT, Telecom, Security, Lighting, or Acoustical products, or related systems or services.





# **PROPOSAL & CONTRACT** **for ACOUSTICAL CONSULTING**

**Re: Valencia Southwest Library Project**  
**202 W. Valencia Rd. Tucson, Az**

**Acoustical Analysis & Recommendations:**

- o Programming / Client interviews,(1 on site meeting & communication as needed).
- o Acoustical Analysis with Reverberation Time (RT) calculations.
- o Material & design recommendations for optimization of room acoustics.
- o Design recommendations for control of background noise.
- o INSUL software modeling of wall / ceiling / roof systems for control noise trespass.
- o Material & design recommendations for control of room to room noise trespass.
- o Development of budget / costing information for acoustical materials.
- o Review of acoustically specific products / contractor submittals.
- o Sketches, drawings and specifications, as required for above.
- o Data presented in outline report format.
- o **Fee = \$7,875.00**

**Additional services outside the scope of contract, or as defined by the Client:**

- o **Fee = Hourly @ \$125.00 / hr.**

*Billings to be 25% initial, 50%, 75% & 100% completion.*

*This proposal does not include forensic services of any kind. If forensic services are required of S&W, by any party, in relation to this project, the client agrees to accept responsibility for payment for S&W's services as additional services as specified above.*

The undersigned agree to the terms as described above:

*Thomas Spendiarian*

\_\_\_\_\_ (date) 03/26/26

Thomas Spendiarian, RA, Principal

**Spendiarian & Willis Acoustics & Noise Control LLC**

[federal tax # 27-1825839]

\_\_\_\_\_ (date) \_\_\_\_\_ J

Jon Mirto, Principal, **Poster Mirto McDonald**

317 North Court Avenue, Tucson, AZ, 85701

*(end of document)*

## Southwest Library

### ACOUSTICAL FEE BREAKDOWN

<b>Design Portion Fee</b>		<b>\$ 7,875.00</b>	<b>Total Fee</b>
		<b>Total Hrs</b>	<b>63.00</b>
Hourly Rate	\$ 125.00		# hrs
Schematic Design	10%	\$ 3,250.00	26.00
Design Development	60%	\$ 1,875.00	15.00
Construction Documents	25%	\$ 2,250.00	18.00
Permit / Bidding	5%	\$ -	0.00
Construction Admin site visits / inspections per ea		\$ 500.00	4.00

		Fee	Hrs
<b>TOTALS</b>	<b>100%</b>	<b>\$ 7,875.00</b>	<b>63.50</b>

### FEE STRUCTURE BREAKDOWN

<b>Billable Rate (\$ per Hr.)</b>	<b>100%</b>	<b>\$ 125.00</b>	
Profit (%)	8%	\$ 9.26	
<b>Combined OH &amp; Direct Wage</b>	<b>92%</b>	<b>\$ 115.74</b>	
Overhead	57%	\$ 65.74	1.3148
Direct Wage Rate (Principal)	35%	\$ 50.00	base rate



Rider Levett Bucknall

33 West Congress Street  
Suite 215  
Tucson, Arizona 85701

T: +1 520 777 7581

MRM: FP: SWL  
02 April 2026

Mr. John Mirto  
Architect/Principal  
Poster Mirto McDonald  
317 North Court Ave.  
Tucson, AZ 85701

Dear Mr. Mirto:

**RE: SOUTHWEST LIBRARY - COST CONSULTANCY SERVICES**

Thank you very much for inviting Rider Levett Bucknall (RLB) to submit a proposal to provide Cost Consultancy Services for the Southwest Library project. We understand that Pima County will utilize a Construction Manager at Risk delivery method. Our fees are based on the building areas and general project scope found in the RFQu-2500028050 issued by Pima County Procurement dated 07 January 2026.

If the design submission or cost estimate structure changes from that which is listed below, RLB reserves the right to re-negotiate our fees.

**Consultant Proposed Fees**

Our fees are broken down per hour as requested below:

**Conceptual Design – Provide high level square foot cost (Allowance)**

Description	Rate	Hours	Sum
Associate	\$229.59	20	\$4,591.80
Senior Cost Manager	\$183.66	0	\$0.00
Cost Manager	\$157.42	0	\$0.00
<b>Total</b>		<b>20</b>	<b>\$4,591.80</b>

**Schematic Design Cost Estimate (based on one design)**

Description	Rate	Hours	Sum
Associate	\$229.59	12	\$2,755.08
Senior Cost Manager	\$183.66	40	\$7,346.40
Cost Manager	\$157.42	80	\$12,593.60
<b>Total</b>		<b>132</b>	<b>\$22,695.08</b>

**RE: SOUTHWEST LIBRARY - COST CONSULTANCY SERVICES**

**Design Development Cost Estimate**

Description	Rate	Hours	Sum
Associate	\$229.59	12	\$2,755.08
Senior Cost Manager	\$183.66	40	\$7,346.40
Cost Manager	\$157.42	120	\$18,890.40
<b>Total</b>		<b>172</b>	<b>\$28,991.88</b>

**50% Construction Document Cost Estimate**

Description	Rate	Hours	Sum
Associate	\$229.59	12	\$2,755.08
Senior Cost Manager	\$183.66	40	\$7,346.40
Cost Manager	\$157.42	80	\$12,593.60
<b>Total</b>		<b>132</b>	<b>\$22,695.08</b>

**90% Construction Document Reconciliation with CMAR**

Description	Rate	Hours	Sum
Associate	\$229.59	12	\$2,755.08
Senior Cost Manager	\$183.66	40	\$7,346.40
Cost Manager	\$157.42	40	\$6,296.80
<b>Total</b>		<b>92</b>	<b>\$16,398.28</b>

**Total - \$95,372.12**

**Clarifications and Assumptions**

- RLB includes limited virtual meeting attendance.
- RLB assumes there will be one GMP package from the CMAR at 90%
- We assume that we will receive full design packages at the milestones above
- We assume that the CMAR will be engaged by 90% as we will only be completing a reconciliation of their package at this milestone and no independent estimate
- RLB's scope of work is assumed to be completed no later than the end of Quarter 2 2027.
- RLB will require at least three (3) weeks to complete draft estimates at the programming allowance, SD, DD and 50% CD design stages. We will also require three (3) weeks to complete our draft estimates of 90% CD CMAR reconciliation.

PMM added note: Per Megan Magee on 4/24: With proper coordination and accurate scheduling, RLB can get to 2 week reviews on this project.

**RE: SOUTHWEST LIBRARY - COST CONSULTANCY SERVICES**

**Exclusions**

Please note that our fees generally exclude out-of-pocket expenses (such as; airfares and travel outside the Greater Tucson area; color photocopying; reproduction costs associated with other consultants' documents), which are to be reimbursed at the actual cost to us. Reimbursables are not anticipated to be required for this project.

- detailed labor, material and equipment build-ups for any unit rates included within RLB's cost estimate(s)
- preparation of new cost estimates or amendments to our cost estimates necessitated by changes in the design or by further redesigns beyond the milestone exercise specifically included within this proposal
- Any CPM Scheduling services, which can be provided under separate fee proposal
- Cost estimating of hazardous material abatement
- Cost estimating for furniture, fixtures & equipment (FF&E)
- Reconciliation with Builder before CMAR is engaged (ie: excluded at the Program and Concept design stages)
- Bidding phase services as defined in the RFQ
- Separate design packages
- Value engineering services

Thank you for the opportunity to submit this proposal. If you find it acceptable as is, please sign below and return it to me.

Finally, thank you again for considering RLB. We sincerely appreciate it.

Yours sincerely,



**Megan Magee**  
Associate  
Rider Levett Bucknall Ltd

Accepted: \_\_\_\_\_

Position / Title: \_\_\_\_\_

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

**RE: SOUTHWEST LIBRARY - COST CONSULTANCY SERVICES**

**RIDER LEVETT BUCKNALL LTD.  
CONDITIONS OF ENGAGEMENT AND PAYMENT OF ACCOUNTS**

1. Rider Levett Bucknall Ltd. (Rider Levett Bucknall) services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. Rider Levett Bucknall makes no other warranties, express or implied, with respect to the services rendered.
2. The scope of Rider Levett Bucknall services shall consist of and be limited to only those activities identified in our proposal unless specifically agreed to otherwise in writing, acknowledged, and executed by Rider Levett Bucknall and the Client for whom Rider Levett Bucknall is performing services for (Client).
3. Client understands that fees owed to Rider Levett Bucknall are payment for time expended by Rider Levett Bucknall on behalf of Client and must be paid. As a result, payment is not contingent upon any project outcome that may include but is not limited to: a cost estimate being under a project budget; whether a project commences; whether a project is completed; and/or, when Rider Levett Bucknall is providing advisory/litigation support services based on any outcome of a deposition, mediation, arbitration, litigation, or any other form of adjudication.
4. Accounts/invoices will be submitted at monthly intervals unless otherwise agreed to in writing. Payment shall be made within 30 days of the date of the invoice unless a specific payment term is agreed to in writing.
5. Rider Levett Bucknall services will be billed in accordance with our proposal (i.e., whether on a fixed fee, percentage of construction cost or hourly). Work that is performed on an hourly basis, and any additional work not included in our scope/proposal, will be billed at the stated hourly rates contained in our proposal.
6. ~~Rider Levett Bucknall shall be reimbursed for all reimbursable expenses reasonably incurred in the performance of its services. Reimbursable expenses may include, but are not limited to: travel and subsistence expenses for out-of-town travel (subject to Client's approval); long distance telephone (including cellular/mobile charges and facsimile transmissions); costs of postage, overnight express mail, and delivery services; and/or, printing or copying of drawings and other documents (including those received electronically). Unless otherwise agreed to in writing, reimbursable expenses will be marked up 10% above cost.~~
7. ~~Overdue accounts may have interest added at the rate of 1.0% per month on the outstanding balance. In the alternative, Rider Levett Bucknall, in its sole judgment, reserves the right to cease its work to any degree in whole or in part in the event the Client has not provided timely payment.~~

**RE: SOUTHWEST LIBRARY - COST CONSULTANCY SERVICES**

8. Payment of invoices may be made in the following manner. Note that payment by credit card will have a 4.0% service fee applied to all credit card payments:

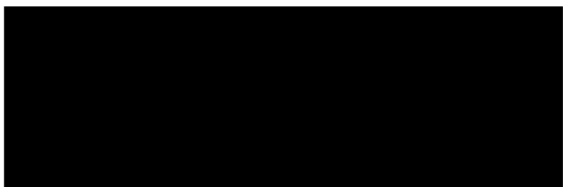
**CHECK PAYMENTS:**

Rider Levett Bucknall  
Accounts Receivable  
4343 E. Camelback Road  
Suite 350  
Phoenix, AZ 85018

**ACH:**



**WIRE:**



**CREDIT CARD:**

A service fee of 4.0% will be applied to all credit card payments.

**\*PLEASE INCLUDE INVOICE NUMBER(S) ON ALL PAYMENTS**

**SEND REMITTANCE ADVISE TO [AR@US.RLB.COM](mailto:AR@US.RLB.COM)**

9. Should the original dates for completion of Rider Levett Bucknall services be delayed by more than 20% for any cause beyond the control of Rider Levett Bucknall, then additional fees for services carried out after the original service period will be negotiated.
10. When Rider Levett Bucknall officers, principals, directors, employees, agents, and independent professional associates/consultants are providing testimony at any hearing or trial, all fees must be current before any testimony is provided by Rider Levett Bucknall unless prior written arrangements have been made. A retainer may be required prior to the commencement of any preparation for testimony. The amount of the retainer is determined by Rider Levett Bucknall and commensurate with the expected work effort.
11. Instructions received by Rider Levett Bucknall from the Client's agent or attorney shall be deemed to be the Client's instructions. The Client understands that their agent, attorney, or other consultants may request that Rider Levett Bucknall perform certain tasks in association with the scope of Rider Levett Bucknall services under this appointment/Agreement, that Rider Levett Bucknall will comply with these requests unless written direction is received regarding who is/are the specific persons who may direct Rider Levett Bucknall scope of work, and that Rider Levett Bucknall will bill Client for the work associated with instructions received by Rider Levett Bucknall from the Client's agent or attorney.
12. The Client or its agent will provide Rider Levett Bucknall with all documents, drawings, specifications and instructions necessary to enable Rider Levett Bucknall to carry out the professional duties Rider Levett Bucknall was/is engaged to perform. Rider Levett Bucknall shall not in any way be held responsible for any errors, omissions, or discrepancies in the documents provided or for delays resulting therefrom.

**RE: SOUTHWEST LIBRARY - COST CONSULTANCY SERVICES**

13. Rider Levett Bucknall shall not be held responsible for any error or discrepancy that may arise as a result of any difference between documents issued to a contractor or sub-contractor and the documents issued to Rider Levett Bucknall for the purpose of carrying out the professional duties Rider Levett Bucknall was/is engaged to perform. Any costs incurred in the preparation of amending documents necessary to correct any such differences shall be the responsibility of the Client.
14. Reports, Feasibility Studies, Estimates, Bills of Quantities or any other document(s) prepared by Rider Levett Bucknall shall not be used on any project not specifically covered by this assignment, appointment, or Agreement, and as permitted by law. Copyright in all Feasibility Studies, Estimates, Reports and Bills of Quantities prepared by Rider Levett Bucknall will remain the property of Rider Levett Bucknall.
15. Rider Levett Bucknall will maintain any work product, information gathered or documents provided to us by Client unless otherwise directed in writing by Client.
16. Client may, by written instruction, make changes to the scope of Rider Levett Bucknall services. To be effective, written direction must be provided in the form of a change order and signed by both parties. In the event that Rider Levett Bucknall performs work at Client direction prior to the execution of any change order, Client hereby agrees to compensate Rider Levett Bucknall for such effort on an hourly basis in accordance with the stated hourly rates contained in our proposal.
17. To the fullest extent permitted by law, Rider Levett Bucknall agrees to indemnify and hold the Client harmless from and against any liabilities, claims, damages and costs arising out of or resulting from Rider Levett Bucknall services, but only to the extent caused by the negligent acts of Rider Levett Bucknall in the performance of services under this appointment/Agreement.
18. Client and Rider Levett Bucknall hereby acknowledge and expressly agree to waive any and all claims against each other for consequential damages arising out of or relating to this appointment, Rider Levett Bucknall services under this Agreement, and/or due to either party's termination of this Agreement. This waiver includes, but is not limited to claims and/or damages for: rental expenses; losses of use; loss of income; loss of profit or anticipated profit; loss of business opportunities; financing costs; business and reputation; loss of productivity; escalation costs; general or extended general conditions costs; and/or, diminution in property value.
19. The Client and Rider Levett Bucknall waive all rights against each other, including the officers, principals, directors, employees, agents, and independent professional associates/consultants of the other, for damages to the extent that the damages sustained by either party are covered by insurance.

**RE: SOUTHWEST LIBRARY - COST CONSULTANCY SERVICES**

20. To the fullest extent permitted by law, Client acknowledges and expressly agrees that the total maximum liability in the aggregate of Rider Levett Bucknall and that of Rider Levett Bucknall officers, principals, directors, employees, agents, and independent professional associates/consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Rider Levett Bucknall services, the project, or this appointment/Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Rider Levett Bucknall or Rider Levett Bucknall officers, principals, directors, employees, agents, and independent professional associates/consultants, or any of them, shall be limited and shall not exceed the total compensation received by Rider Levett Bucknall under this appointment/Agreement.
21. Either party may terminate this agreement at any time provided 30 days advance written notice is given. In the event of termination by either party all outstanding fees and costs shall be paid in accordance with the proposal fee schedule and these conditions of engagement. Additionally, in the event of termination by either party, and payment of all outstanding fees and costs through the date of termination has been made, Rider Levett Bucknall shall provide copies of its work product associated with the matter that Rider Levett Bucknall is providing services for.
22. In the event of any dispute between Client and Rider Levett Bucknall regarding this Agreement, the services rendered by Rider Levett Bucknall, or the fees and/or expenses billed for services rendered, Client agrees that such dispute shall be resolved in the following manner unless otherwise agreed to in writing between Rider Levett Bucknall and Client: (1) by attempting to resolve any dispute amicably at a meeting to be attended by persons with decision-making authority; then (2) if, within thirty (30) calendar days after such meeting the parties have not resolved the dispute, they shall submit the dispute to mediation by written demand under the Construction Industry Mediation Procedures and cognizance of the American Arbitration Association and bear equally the costs of the mediation; and then, (3) if within thirty (30) calendar days after mediation is initiated the mediation has not resulted in a settlement of the dispute, then the dispute shall be settled by arbitration under the Construction Arbitration Rules (in place at the time of filing the demand for Arbitration) and cognizance of the American Arbitration Association, and not by litigation. Either party may submit the unresolved dispute to arbitration thirty (30) calendar days after mediation, which arbitration shall be conducted by a sole arbitrator. The arbitrator shall be selected in accordance with American Arbitration Association rules and must have experience in construction disputes and must not have any conflict of interest. Any such ruling or decision of the arbitrator shall be binding on Client and Rider Levett Bucknall and may be entered as a judgment in any judicial forum. The locale for any mediation and/or arbitration under this provision shall be in the city where the Rider Levett Bucknall office that provided the services for this appointment/Agreement is located, and the laws of the State of Arizona shall apply to any arbitration and/or enforcement of any settlement/ruling/decision. The prevailing party in arbitration shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements.

**RE: SOUTHWEST LIBRARY - COST CONSULTANCY SERVICES**

23. **CLIENT AND RIDER LEVETT BUCKNALL, AFTER CONSULTING WITH COUNSEL, HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO TRIAL BY JURY, AND ACKNOWLEDGE THAT THEY UNDERSTAND AND ACCEPT THE DISPUTE RESOLUTION PROCEDURE SET FORTH HEREIN.**
  
24. In the event that there are conflicts in the provisions of any Client generated contracts and these Rider Levett Bucknall Conditions of Engagement and Payment of Accounts, these Rider Levett Bucknall Conditions of Engagement and Payment of Accounts shall take precedence unless specifically agreed to otherwise in writing which is acknowledged and executed by Client and Rider Levett Bucknall.

**DATE:** May 1st, 2026  
**TO:** Martyn Klell and Ken Imoehl, Architects, Pima County Facilities Management  
**FROM:** Megan Magee, Associate, Rider Levett Bucknall  
**RE:** Southwest Library  
**SCOPE:** Cost Estimation Services for this Project consist of the following and as described in SFQ PO-2500028050  
 1.4 Concept Design  
 2. Schematic Design  
 3. Design Development  
 4. Construction Documentation in 3 submittals, 4.1 50%, 4.2 90%, 4.3 100% Bid Documents  
 5. Bidding and Permitting  
 6. Construction Administration  
 7. Project Close-Out/Record Drawings

BASE TASK #	Rider Levett Bucknall TASK DESCRIPTION	Staff Description	Billable Rate	Hrs per Task	RLB Total Per Staff	
1.4	Prepare Cost Estimate based on Conceptual Design docs. Ref Scope of Services A.7.a-b.	Associate	\$ 229.59	20	\$4,591.80	Allowance
		Sr. Cost Manager	\$ 183.66		\$0.00	
		Cost Manager	\$ 157.42		\$0.00	
		SUBTOTAL			<b>\$4,591.80</b>	
2	Prepare Cost Estimate based on Schematic Design docs. Ref Scope of Services A.7.b.	Associate	\$ 229.59	12	\$2,755.08	Independent Estimate
		Sr. Cost Manager	\$ 183.66	40	\$7,346.40	
		Cost Manager	\$ 157.42	80	\$12,593.60	
		SUBTOTAL			<b>\$22,695.08</b>	
3	Prepare Cost Estimate based on Design Development docs. Ref Scope of Services A.7.c.	Associate	\$ 229.59	12	\$2,755.08	Independent Estimate
		Sr. Cost Manager	\$ 183.66	40	\$7,346.40	
		Cost Manager	\$ 157.42	120	\$18,890.40	
		SUBTOTAL			<b>\$28,991.88</b>	
4.1	Prepare Cost Estimate based on 50% Contract Document docs. Ref Scope of Services A.7.d.	Associate	\$ 229.59	12	\$2,755.08	Independent Estimate
		Sr. Cost Manager	\$ 183.66	40	\$7,346.40	
		Cost Manager	\$ 157.42	80	\$12,593.60	
		SUBTOTAL			<b>\$22,695.08</b>	
4.2	Prepare CMAR Reconciliation based on 90% Contract Document docs. Ref Scope of Services A.7.d.	Associate	\$ 229.59	12	\$2,755.08	CMAR Recon
		Sr. Cost Manager	\$ 183.66	40	\$7,346.40	
		Cost Manager	\$ 157.42	40	\$6,296.80	
		SUBTOTAL			<b>\$16,398.28</b>	
<b>TOTAL</b>				<b>548</b>	<b>\$95,372.12</b>	

Thank you.  
 Megan Magee, Associate

**HOURLY RATE CALCULATION**

DATE: 5.1.2026

PROJECT: Southwest Library

EFFECTIVE: 1.1.2026

Role	Direct Labor Rate	Overhead (129%)	Profit (8%)	Billing Rate
Principal	\$ 114.58	\$ 147.81	\$ 20.99	\$ 283.38
Associate	\$ 92.83	\$ 119.75	\$ 17.01	\$ 229.59
Senior Cost Manager	\$ 74.26	\$ 95.80	\$ 13.60	\$ 183.66
Cost Manager	\$ 63.65	\$ 82.11	\$ 11.66	\$ 157.42



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2026

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

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


<b>PRODUCER</b> Stuckey Insurance 2850 E Camelback Rd Suite 325 Phoenix AZ 85016	<b>CONTACT NAME:</b> Teresa Alvarado	
	<b>PHONE (A/C. No. Ext):</b> 602-264-5533	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> teresa.alvarado@stuckeyinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : The Travelers Indemnity Company of Connecticut		25682
INSURER B : The Travelers Property Casualty Insurance Company		25674
INSURER C : Hartford Fire		19682
INSURER D : XL Specialty Ins		37885
INSURER E :		
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** 1411012525 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6808H723676	3/6/2026	3/6/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6808H723676	3/6/2026	3/6/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3N545173	3/6/2026	3/6/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	59WEGGF9024	3/6/2026	3/6/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR5055258	3/17/2026	3/17/2027	Per Claim 3,000,000 Aggregate 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Professional Liability -Claims Made- Retro Date 09/01/90  
 Re: Project: Architectural and Engineering Design Services: Southwest Library (4740 W. Valencia)  
 Pima County is named an additional insured in respect to the general and auto liability. General liability is on a primary and non-contributory basis. Waiver of subrogation applies as indicated.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Pima County PROCUREMENT DEPARTMENT DESIGN & CONSTRUCTION DIVISION 150 W. CONGRESS ST., 5TH FLOOR Tucson AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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

## **WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS**

**Policy Number:** 59 WEG GF9024

**Endorsement Number:**

**Effective Date:** 03/06/25

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

**Named Insured and Address:** Poster Mirto McDonald, Inc.

317 N COURT AVE  
TUCSON AZ 85701

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

**D. We Will Also Pay of Part One** (WORKERS' COMPENSATION INSURANCE); and

**E. We Will Also Pay of Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph **4. of A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

**C. Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Cancellation

Paragraph **2. of D. Cancellation of Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

#### 5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 6. Voluntary Compensation Insurance

##### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will

keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

**EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**7. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury  
by Accident**     \$500,000 Each Accident

**Bodily Injury  
by Disease**     \$500,000 Policy Limit

**Bodily Injury  
by Disease**     \$500,000 Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

##### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

**SECTION III**

**1. SCHEDULE OF COVERED STATES**

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

AZ

Countersigned by \_\_\_\_\_ Authorized Representative

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

## COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
  - (2) A watercraft you do not own that is:
    - (a) 50 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
  - (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
  - (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
  - (5) "Bodily injury" or "property damage" arising out of:
    - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or
    - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is:
- (a) Chartered with a pilot to any insured;
  - (b) Not owned by any insured; and
  - (c) Not being used to carry any person or property for a charge.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

**i. War**

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**t. Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;  
(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Or Used Prior To Policy Period**

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Unsolicited Communication**

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**q. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**r. Asbestos**

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**s. Employment-Related Practices**

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

**COVERAGE C – MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**  
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**  
Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
  - (a) Owned, occupied or used by;
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
    - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.



venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
    - (iii) An executive officer or director of any other organization; or
    - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
  - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

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

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

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

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

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

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

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

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

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

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;

**d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

**e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

**f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

**17.** "Occurrence" means:

**a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

**b.** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**18.** "Personal and advertising injury" means "personal injury" or "advertising injury".

**19.** "Personal injury":

**a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - (b) Unreasonably places a person in a false light.

**b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

**20.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**21. "Premises damage" means:**

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1)** Fire;
  - (2)** Explosion;
  - (3)** Lightning;
  - (4)** Smoke resulting from fire, explosion or lightning; or
  - (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

**22. "Products-completed operations hazard":**

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1)** Products that are still in your physical possession; or
  - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a)** When all of the work called for in your contract has been completed.
    - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:
  - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**23. "Property damage" means:**

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**24. "Slogan":**

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
  - (1)** Any person or organization, other than you; or
  - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
    - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a)** You;
      - (b)** Others trading under your name; or
      - (c)** A person or organization whose business or assets you have acquired; and
    - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2)** The providing of or failure to provide warnings or instructions.
  - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
    - (1)** Work or operations performed by you or on your behalf; and
    - (2)** Materials, parts or equipment furnished in connection with such work or operations.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2)** The providing of or failure to provide warnings or instructions.

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

#### **Location And Description Of Completed Operations**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

**CG D3 61 03 05**

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

# **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|---|

**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
  - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
  - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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

## HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### PROVISIONS

#### A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

#### B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
  - a. "Bodily injury" to:
    - (1) Any fellow "employee" of the insured arising out of and in the course of:
      - (a) Employment by the insured; or
      - (b) Performing duties related to the conduct of the insured's business.
    - b. "Property damage" to:
      - (1) Property owned or being transported by, or rented or loaned to the insured; or
      - (2) Property in the care, custody or control of the insured.

#### C. WHO IS AN INSURED

**Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
  - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

**D. AMENDED DEFINITIONS**

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**E. ADDITIONAL DEFINITIONS**

**Section V – Definitions** is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
  - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".