

ATTACHMENT A: AGREEMENT BETWEEN LANDSCAPE ARCHITECT AND CLIENT- GENERAL PROVISIONS

Miscellaneous Provisions

1. If this Agreement is not signed and returned to the Landscape Architect (McGarr & Associates) within 90 days of the date noted, the offer to perform the described services may, at the Landscape Architect's sole discretion, be withdrawn and be null and void.
2. This agreement is governed by the laws of the State of Arizona.
3. This Agreement is the entire and integrated agreement between the Client and the Landscape Architect and supercedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this agreement only by a written instrument signed by both the Client and the Landscape Architect.
4. In the event that any term or provisions of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
5. Neither the Client or Landscape Architect shall assign this Agreement without the written consent of the other.
6. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

Scope of Work:

7. All services not specifically identified in this Agreement are excluded from the scope of services to be provided by the Landscape Architect.

Implementation of the Specified Work:

8. The Landscape Architect will provide professional services related to this project in accordance with generally accepted standards of the landscape architectural profession.
9. McGarr & Associates may rely on the accuracy and completeness of documents provided by the Client, the Owner, and/or other design professionals involved in the design and engineering of the project.
10. The Client shall render project decisions in a timely manner so as not to delay the orderly and sequential progress of the Landscape Architect's services.

Soil and Other Site Conditions:

11. The Client and/or Owner shall be solely responsible for determining the suitability of project soils for the proposed landscape, irrigation, and related site improvements, for determining the presence of soil contaminants, and for the design and implementation of programs for the removal and/or handling of contaminated soil.
12. The Client and/or Owner agrees to advise the Landscape Architect of any known soil contaminants or other contaminants at the project site.
13. Except as may be specifically identified in this Agreement, the Client and/or Owner shall be solely responsible for determining the nature of subsurface soil conditions on the project site.

Engineering and Design Work by Others:

14. Except as may be specifically identified herein, the Landscape Architect shall not be responsible for the engineering and/or design of site grading and drainage improvements including grading and drainage work to be performed within landscaped areas. The Client shall be responsible for identifying project areas where special landscape treatments may be needed to protect grading and drainage improvements.

Project Construction and Construction Phase Services:

15. Inexpensive of any other term of this agreement, the Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences, or procedures; or for construction safety or other related programs; or for another party's errors and omissions or; for another party's failure to complete their work in accordance with the Landscape Architect's documents.
16. Although the Landscape Architect may observe, discuss, and/or report on potential problems with the construction of project improvements in conjunction with site visits, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.
17. The Landscape Architect's review of construction contractor submittals, such as shop drawings and samples, will be only to determine if they conform to the Landscape Architect's visual and aesthetic design intent.
18. Review of the construction contractor's payment applications will be to determine if the amount of work represented as complete is generally consistent with the Landscape Architect's observations during site visits and shall be subject to noted qualifications by the Landscape Architect. The Client / Owner understands that the frequency of the Landscape Architect's visits may limit the Landscape Architect's ability to review certain payment applications. The Landscape Architect's review shall not be a representation that the Landscape Architect has supervised the work, or that the Landscape Architect has reviewed how, or for what purposes, the construction contractor intends to use the Owner's payment.

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19. To the extent damages are covered by property insurance during construction, the Client and Landscape Architect waive all rights against each other and against contractors, consultants, agents, and employees of the other for such damages. Client and Landscape Architect, as appropriate, shall require of the contractors consultants, agents, and employees of any of them similar waivers in favor of the other parties described in this paragraph.

Termination:

20. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
21. If terminated, Client agrees to pay Landscape Architect for all basic and additional services rendered and reimbursable expenses incurred up to the date of termination.
22. Upon not less than seven day's written notice, Landscape Architect may suspend the performance of its services if the client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Dispute Resolution:

23. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.
24. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such relief as may be granted, to a reasonable sum for attorney's and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
25. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages is, however, contingent upon the Client requiring the contractor and subcontractor to waive all consequential damages against the Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

Maintenance of Improvements:

26. The Client / Owner acknowledges that proper maintenance of the project is required after construction of the project is complete and that lack of proper maintenance may result in damage to property or persons. The Client / Owner further acknowledges that, as between parties to this Agreement, the Client / Owner is solely responsible for the results of any lack of or improper maintenance.

Indemnification:

27. The Client agrees to indemnify, defend, and hold the Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses including but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

Use and Ownership of the Landscape Architect's Documents:

28. Upon the parties signing this Agreement, Landscape Architect grants the Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided the Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to drawings and specifications, are the property of the Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this project with others unless Landscape Architect is found to have materially breached this Agreement.

Proposal Worksheet Summary							
Project:	Flowing Wells Library Expansion						
Date:	4/29/2010						
Client:	Line and Space Architects						
Reviewed by:	JOC						
	Labor	Materials & Supplies	Repro.	Misc	Sub-Con	Auto Use	Task Total
Task One:							
Existing Conditions Survey	\$315.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$325.00
Task Two:							
Programming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Three:							
Schematic Design	\$2,162.50	\$0.00	\$17.50	\$0.00	\$0.00	\$0.00	\$2,180.00
Task Four:							
Design Development	\$2,265.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$2,280.00
Task Five:							
Construction Docs - 50%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Six:							
Construction Docs - 90%	\$3,515.00	\$0.00	\$35.00	\$0.00	\$0.00	\$0.00	\$3,550.00
Task Seven:							
Permit / Bid Documents	\$1,615.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$1,625.00
Task Eight:							
Bidding / Negotiations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Nine:							
Construction Admin.	\$1,985.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$1,990.00
Task Ten:							
Record Drawings	\$407.50	\$0.00	\$12.50	\$0.00	\$0.00	\$0.00	\$420.00
Task Eleven:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Twelve:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Thirteen:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Fourteen:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Fifteen:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$12,492.50	\$0.00	\$102.50	\$0.00	\$0.00	\$0.00	\$12,595.00
Project Total:							\$12,595.00

Proposal Worksheet

Project: Flowing Wells Library Expansion							
Task / Phase: Task 1: Existing Conditions Survey							
Date: 05/2016							
Client: Line and Space Architects							
Reviewed by: OJH							
Task	Principal Proj. Mgr.	Project Lead Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.	
1	Kick-Off Meeting w/ Line and Space	0.0	2.0	0.0	0.0	0.0	2.0
2	Site Visit - Inspection of Ex. Improvements	0.0	1.0	0.0	0.0	0.0	1.0
3							0.0
4							0.0
5							0.0
6							0.0
7							0.0
8							0.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours	0.0	3.0	0.0	0.0	0.0	0.0	3.0
Direct Labor (DL)	\$43.75	\$36.25	\$27.30	\$22.00	\$20.00		
Overhead (OH) @ 100% of DL	\$43.75	\$36.25	\$27.30	\$22.00	\$20.00		
Profit (P) @ 10% of DL+OH	\$10.94	\$9.09	\$6.83	\$5.50	\$5.00		
Total (DL+OH+P)	\$120.51	\$105.19	\$78.03	\$60.60	\$65.00		
Billing Rate (Rounded)	\$120.00	\$105.00	\$78.00	\$60.00	\$65.00		
Lebor Cost	\$0.00	\$718.00	\$0.00	\$0.00	\$0.00		
Lebor Cost This Page	\$318.00						
Materials and Supplies - Total	\$0.00					\$0.00	
Misc.		\$0.00					\$0.00
Reproduction - Total	\$10.00						
In-House Plotting		\$0.00					\$0.00
Large Format Copies		\$0.00					\$0.00
Xerox		\$2.00					\$0.00
Other		\$0.00					\$0.00
Miscellaneous Expenses - Total	\$0.00						
Other		\$0.00					\$0.00
Other		\$0.00					\$0.00
TASK TOTAL	\$308.00						

Proposal Worksheet

Project:		Flooding Wells Library Expansion				
Task / Phase		Task 2: Programming				
Date:		06/01/16				
Client:		Line and Space Architects				
Reviewed by:		DKB				
Task:	Principal Proj. Mgr.	Project Lead. Arch.	Lead. Des.	CAD Tech	Clerical	Task Hrs.
1	Programming by other Members of the Design Team					0.0
2						0.0
3						0.0
4						0.0
5						0.0
6						0.0
7						0.0
8						0.0
9						0.0
10						0.0
11						0.0
12						0.0
13						0.0
14						0.0
15						0.0
16						0.0
17						0.0
18						0.0
19						0.0
20						0.0
21						0.0
22						0.0
23						0.0
24						0.0
25						0.0
Total Hours	0.0	0.0	0.0	0.0	0.0	0.0
Direct Labor (DL)	\$43.75	\$36.35	\$27.30	\$22.00	\$23.00	\$23.00
Overhead (OH) @150% of DL	\$65.63	\$54.53	\$40.95	\$33.00	\$34.50	\$34.50
Profit (P) @10% of DL+OH	\$10.94	\$9.09	\$6.83	\$5.00	\$5.25	\$5.25
Total (DL+OH+P)	\$120.31	\$100.97	\$75.08	\$60.00	\$62.75	\$62.75
Billing Rate (Rounded)	\$120.00	\$100.00	\$75.00	\$60.00	\$62.50	\$62.50
Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Materials and Supplies - Total	\$0.00					\$0.00
Misc.		\$0.00				\$0.00
Reproduction - Total	\$0.00					\$0.00
In-House Plotting		\$0.00				\$0.00
Large Format Copies		\$0.00				\$0.00
Xerox		\$0.00				\$0.00
Other		\$0.00				\$0.00
Miscellaneous Expenses - Total	\$0.00					\$0.00
Other		\$0.00				\$0.00
Other		\$0.00				\$0.00
TASK TOTAL	\$0.00					\$0.00

Proposal Worksheet

Project:		Howing Wells Library Expansion					
Task / Phase:		Task 3: Schematic Design					
Date:		4/20/2010					
Client:		Line and Space Architects					
Reviewed by:		DFO					
Task:	Principal Proj. Mgr.	Project Land Arch.	Land. Des.	CAD Tech	Clertical	Task Hrs.	
1	Obtain / Coordinate Scan Files	0.0	1.0	0.0	0.0	0.0	1.0
2	Coordination w/ Line and Space	0.0	2.0	0.0	0.0	0.0	2.0
3	Obtain and Review As-Built Drawings	0.5	2.0	0.0	0.0	0.0	2.5
4	SD Landscape Plan, Schedules, Details	0.0	4.0	0.0	4.0	0.0	8.0
5	SD Irrigation Plan, Schedules, Details	0.0	4.0	0.0	4.0	0.0	8.0
6	GC Review - Revisions	0.5	0.5	0.0	0.0	0.0	1.0
7	Make - Submit PDF files	0.0	1.0	0.0	1.0	0.0	2.0
8							0.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours	1.5	14.5	0.0	8.0	5.0	24.5	
Direct Labor (DL)	\$43.75	\$58.25	\$27.50	\$22.00	\$20.00		
Overhead (OH) @ 150% of DL	\$65.63	\$87.38	\$40.88	\$33.00	\$30.00		
Profit (P) @ 10% of DL+OH	\$10.94	\$29.95	\$13.63	\$11.00	\$10.00		
Total (DL+OH+P)	\$120.31	\$165.58	\$81.98	\$66.00	\$60.00		
Billing Rate (Rounded)	\$120.00	\$165.00	\$82.00	\$66.00	\$60.00		
Labor Cost	\$120.00	\$165.00	\$82.00	\$66.00	\$60.00		
Labor Cost This Page	\$2,182.50						
Materials and Supplies - Total	\$0.00				\$0.00		
Misc.		\$0.00	CNS			\$0.00	
Reproduction - Total	\$17.50		Electrical			\$0.00	
In-House Printing		\$15.00	Structural			\$0.00	
Large Format Copies		\$0.00	Biological			\$0.00	
Xerox		\$2.50	Other			\$0.00	
Other		\$0.00	Auto Use / Car Rental		\$0.00		
Miscellaneous Expenses - Total	\$0.00		Printed		\$0.00	\$0.00	
Other		\$0.00	Personal	0	\$0.45	\$0.00	
Other		\$0.00					
TASK TOTAL	\$2,182.50						

Proposal Worksheet

Project:		Flowing Wells Library Expansion					
Task / Phase		Task 4: Design Development					
Date:		4/20/2016					
Client:		Uno and Space Architects					
Reviewed by:		DGM					
Task:	Principal Proj. Mgr.	Project Land Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.	
1	Respond to SD Comments	0.0	2.0	0.0	0.0	0.0	2.0
2	Coordinate Base File Updates	0.0	1.0	0.0	1.5	0.0	2.5
3	Coordination w/ Uno and Space	0.0	2.0	0.0	0.0	0.0	2.0
4	DD Landscape Plan, Schedules, Details	0.0	4.0	0.0	4.0	0.0	8.0
5	DD Irrigation Plan, Schedules, Details	0.0	4.0	0.0	4.0	0.0	8.0
6	QC Review - Revisions	1.0	1.0	0.0	1.0	0.0	3.0
7	Make - Submit PDF files	0.0	1.0	0.0	1.0	0.0	2.0
8							0.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
16							0.0
18							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours	1.0	14.0	0.0	11.5	0.0	27.5	
Direct Labor (DL)	\$43.75	\$36.25	\$27.50	\$82.00	\$50.00		
Overhead (OH) @ 150% of DL	\$65.63	\$57.38	\$40.88	\$33.00	\$25.00		
Profit (P) @ 10% of DL+OH	\$10.64	\$9.55	\$6.63	\$4.50	\$3.00		
Total (DL+OH+P)	\$120.01	\$103.19	\$75.00	\$90.00	\$58.00		
Billing Rate (Rounded)	\$120.00	\$103.00	\$75.00	\$90.00	\$58.00		
Labor Cost	\$120.00	\$103.00	\$75.00	\$90.00	\$58.00		
Labor Cost This Page	\$2,304.00						
Materials and Supplies - Total	\$0.00			Subcontractors - Total	\$0.00		
Misc.		\$0.00		Civil		\$0.00	
				Electrical		\$0.00	
Reproduction - Total	\$15.00			Structural		\$0.00	
In-House Plotting		\$14.00		Biological		\$0.00	
Large Format Copies		\$0.00		Other		\$0.00	
Xerox		\$1.00					
Other		\$0.00		Auto Use / Car Rental	\$0.00		
				Rented		0	
Miscellaneous Expenses - Total	\$0.00			Personal	0 Miles x \$0.45	\$0.00	
Other		\$0.00					
Other		\$0.00					
TASK TOTAL	\$2,400.00						

Proposal Worksheet

Project: Flooding Wells Library Expansion						
Task / Phase: Task E: Construction Docs - 60%						
Date: 4/23/2018						
Client: Line and Space Architects						
Reviewed by: DMS						
Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Dec.	CAD Tech	Clerical	Task Hrs.
1						0.0
2						0.0
3						0.0
4						0.0
5						0.0
6						0.0
7						0.0
8						0.0
9						0.0
10						0.0
11						0.0
12						0.0
13						0.0
14						0.0
15						0.0
16						0.0
17						0.0
18						0.0
19						0.0
20						0.0
21						0.0
22						0.0
23						0.0
24						0.0
25						0.0
Total Hours	0.0	0.0	0.0	0.0	0.0	0.0
Direct Labor (DL)	\$43.75	\$38.25	\$27.00	\$22.00	\$20.00	
Overhead (OH) @ 150% of DL	\$65.63	\$57.38	\$40.50	\$33.00	\$30.00	
Profit (P) @ 10% of DL+OH	\$10.04	\$9.98	\$6.03	\$5.50	\$5.00	
Total (DL+OH+P)	\$119.42	\$105.61	\$73.53	\$60.50	\$55.00	
Billing Rate (Rounded)	\$120.00	\$106.00	\$75.00	\$60.00	\$55.00	
Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Materials and Supplies - Total	\$0.00					
Subcontractors - Total					\$0.00	
Misc.		\$0.00				\$0.00
						\$0.00
Reproduction - Total	\$0.00					\$0.00
In-House Plotting		\$0.00				\$0.00
Large Format Copies		\$0.00				\$0.00
Xerox		\$0.00				\$0.00
Other		\$0.00				\$0.00
						\$0.00
Miscellaneous Expenses - Total	\$0.00					\$0.00
Other		\$0.00				\$0.00
Other		\$0.00				\$0.00
						\$0.00
TASK TOTAL	\$0.00					

Proposal Worksheet

Project:		Flaming Walls Library Expansion					
Task / Phase	Task #:	Construction Date - 98%					
Date:	4/22/016						
Client:	Line and Space Architects						
Reviewed by:	BRM						
Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.	
1	Respond to DD Comments	0.0	2.0	0.0	0.0	0.0	2.0
2	Coordinate Base File Updates	0.0	1.0	0.0	1.0	0.0	2.0
3	Coordination w/ Line and Space	0.0	2.0	0.0	0.0	0.0	2.0
4	90% Landscape Plan, Schedules, Details	0.0	4.0	0.0	8.0	0.0	12.0
5	90% Irrigation Plan, Schedules, Details	0.0	4.0	0.0	8.0	0.0	12.0
6	90% Specifications	0.0	5.0	0.0	0.0	2.0	8.0
7	GC Review - Revisions	1.0	1.0	0.0	1.0	0.0	3.0
8	Make - Submit PDF files	0.0	1.0	0.0	0.0	0.0	1.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
26							0.0
27							0.0
28							0.0
29							0.0
30							0.0
31							0.0
32							0.0
33							0.0
34							0.0
35							0.0
36							0.0
37							0.0
38							0.0
39							0.0
40							0.0
41							0.0
42							0.0
43							0.0
44							0.0
45							0.0
46							0.0
47							0.0
48							0.0
49							0.0
50							0.0
51							0.0
52							0.0
53							0.0
54							0.0
55							0.0
56							0.0
57							0.0
58							0.0
59							0.0
60							0.0
61							0.0
62							0.0
63							0.0
64							0.0
65							0.0
66							0.0
67							0.0
68							0.0
69							0.0
70							0.0
71							0.0
72							0.0
73							0.0
74							0.0
75							0.0
76							0.0
77							0.0
78							0.0
79							0.0
80							0.0
81							0.0
82							0.0
83							0.0
84							0.0
85							0.0
86							0.0
87							0.0
88							0.0
89							0.0
90							0.0
91							0.0
92							0.0
93							0.0
94							0.0
95							0.0
96							0.0
97							0.0
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266					</		

Proposal Worksheet

Project:		Piscataway Wells Library Expansion					
Task / Phase		Task 7: Permit / Bid Documents					
Date:		4/22/2016					
Client:		Line and Space Architects					
Reviewed by:		DAG					
Task:	Principal Proj. Mgr.	Project Lead Arch.	Land. Dec.	CAD Tech	Clertical	Task Hrs.	
1	Respond to 50% CD Comments	0.0	1.0	0.0	0.0	0.0	1.0
2	Coordinate Base File Updates	0.0	0.5	0.0	0.5	0.0	1.0
3	Coordination w/ Line and Space	0.0	1.0	0.0	0.0	0.0	1.0
4	100% Landscape Plan, Schedules, Details	0.0	2.0	0.0	2.0	0.0	4.0
5	100% Irrigation Plan, Schedules, Details	0.0	2.0	0.0	2.0	0.0	4.0
6	100% Specifications	0.0	1.5	0.0	0.0	0.0	1.5
7	QC Review - Revisions	1.0	1.0	0.0	1.0	1.0	4.0
8	Mails - Submit PDF files	0.0	1.0	0.0	1.0	0.0	2.0
9							0.0
10							0.0
11							0.0
12							0.0
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19							0.0
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21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours	1.0	14.0	0.0	0.0	1.0	14.0	
Direct Labor (DL)	\$43.75	\$56.25	\$27.50	\$22.00	\$20.00		
Overhead (OH) @ 100% of DL	\$43.75	\$56.25	\$27.50	\$22.00	\$20.00		
Profit (P) @ 10% of DL+OH	\$10.94	\$8.96	\$6.63	\$5.50	\$5.00		
Total (DL+OH+P)	\$120.31	\$168.19	\$75.00	\$60.50	\$65.00		
Billing Rate (Rounded)	\$120.00	\$168.00	\$75.00	\$60.00	\$65.00		
Labor Cost	\$120.00	\$1,680.00	\$0.00	\$360.00	\$65.00		
Materials and Supplies - Total	\$0.00				\$0.00		
Misc.		\$0.00				\$0.00	
Reproduction - Total	\$10.00					\$0.00	
In-House Plotting		\$10.00				\$0.00	
Large Format Copies		\$0.00				\$0.00	
Xerox		\$0.00				\$0.00	
Other		\$0.00				\$0.00	
Miscellaneous Expense - Total	\$0.00					\$0.00	
Other		\$0.00				\$0.00	
Other		\$0.00				\$0.00	
TASK TOTAL	\$1,428.00						

Proposal Worksheet

Project: Fleming Wells Library Expansion							
Task / Phase: Task 8: Bidding / Negotiations							
Date: 4/20/2016							
Client: Line and Space Architects							
Reviewed by: DWA							
Task	Principal Proj. Mgr.	Project Land Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.	
1	Assumes Bidding and Negotiations by Others						0.0
2							0.0
3							0.0
4							0.0
5							0.0
6							0.0
7							0.0
8							0.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Direct Labor (DL)	\$43.75	\$38.25	\$27.20	\$22.00	\$20.00		
Overhead (OH) @ 150% of DL	\$65.63	\$57.34	\$40.85	\$33.00	\$30.00		
Profit (P) @ 10% of DL+OH	\$10.94	\$8.89	\$8.83	\$5.50	\$5.00		
Total (DL+OH+P)	\$120.31	\$105.19	\$76.88	\$60.50	\$55.00		
Bidding Rate (Rounded)	\$120.00	\$105.00	\$76.00	\$60.00	\$55.00		
Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Materials and Supplies - Total	\$0.00					Subcontractors - Total	\$0.00
Misc.		\$0.00				Civil	\$0.00
						Electrical	\$0.00
Reproduction - Total	\$0.00					Structural	\$0.00
In-House Printing		\$0.00				Biological	\$0.00
Large Format Copies		\$0.00				Other	\$0.00
Xerox		\$0.00					
Other		\$0.00				Auto Use / Car Rental	\$0.00
						Rented	\$0.00
Miscellaneous Expenses - Total	\$0.00					Personal	0 Miles x \$0.45
Other		\$0.00					
Other		\$0.00					
TASK TOTAL	\$0.00						

Proposal Worksheet

Project:		Flooding Walls Library Expansion					
Task / Phase		Task #:	Construction Admin.				
Date:		4/20/2016					
Client:		Line and Space Architects					
Reviewed by:		BDM					
Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Overseer	Task Hrs.	
1	Participate in Pre-Construction Conference	0.0	2.0	0.0	0.0	0.0	2.0
2	Review Contractor Submittals	0.0	2.0	0.0	0.0	0.0	2.0
3	Respond to RFPs	0.0	2.0	0.0	0.0	0.0	2.0
4	Site Visits / Inspections / Reports (3)	0.0	6.0	0.0	0.0	0.0	6.0
5	Sub. Completion Inspection / Punch List	0.0	4.0	0.0	0.0	0.0	4.0
6	Final Inspection / Report	0.0	2.0	0.0	0.0	0.0	2.0
7							0.0
8							0.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
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19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours	0.0	18.0	0.0	0.0	0.0	18.0	
Direct Labor (DL)	\$43.75	\$36.00	\$27.00	\$32.00	\$30.00		
Overhead (OH) @150% of DL	\$65.63	\$54.00	\$40.50	\$48.00	\$45.00		
Profit (P) @10% of DL+OH	\$10.94	\$9.00	\$6.75	\$7.20	\$6.75		
Total (DL+OH+P)	\$120.31	\$105.00	\$74.25	\$87.20	\$81.75		
Material (Rounded)	\$120.31	\$105.00	\$74.25	\$87.20	\$81.75		
Labor Cost	\$0.00	\$1,584.00	\$0.00	\$0.00	\$0.00		
Labor Cost This Page	\$1,584.00						
Materials and Supplies - Total	\$0.00						
Misc.		\$0.00				\$0.00	
Reproduction - Total	\$0.00						
In-House Plotting		\$0.00				\$0.00	
Large Format Copies		\$0.00				\$0.00	
Xerox		\$0.00				\$0.00	
Other		\$0.00				\$0.00	
Miscellaneous Expense - Total	\$0.00						
Other		\$0.00				\$0.00	
Other		\$0.00				\$0.00	
TASK TOTAL	\$2,568.00						

Proposal Worksheet

Project:		Flowing Wells Library Expansion				
Task / Phase		Task 10: Record Drawings				
Date:		4/25/2016				
Client:		Lina and Bruce Architects				
Reviewed by:		DKM				
Task:	Principal Proj. Mgr.	Project Land Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1	Review Contractor Redlines	0.0	1.0	0.0	0.0	1.0
2	Review Addenda, other Changes	0.0	0.5	0.0	0.0	0.5
3	Prepare Record Drawing Files	0.0	2.0	0.0	2.0	4.0
4						0.0
5						0.0
6						0.0
7						0.0
8						0.0
9						0.0
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11						0.0
12						0.0
13						0.0
14						0.0
15						0.0
16						0.0
17						0.0
18						0.0
19						0.0
20						0.0
21						0.0
22						0.0
23						0.0
24						0.0
25						0.0
Total Hours	0.0	3.5	0.0	2.0	0.0	6.5
Direct Labor (DL)	\$43.75	\$58.25	\$27.30	\$22.00	\$30.00	
Overhead (OH) @150% of DL	\$65.63	\$87.38	\$40.95	\$33.00	\$45.00	
Profit (P) @10% of DL+OH	\$10.64	\$9.86	\$6.83	\$5.50	\$5.00	
Total (DL+OH+P)	\$120.01	\$155.49	\$75.08	\$60.50	\$80.00	
Billing Rate (Rounded)	\$120.00	\$155.00	\$75.00	\$60.00	\$80.00	
Labor Cost	\$0.00	\$257.50	\$0.00	\$120.00	\$0.00	
Labor Cost This Page	\$467.25					
Materials and Supplies - Total	\$0.00				\$0.00	
Misc.		\$0.00				\$0.00
Reproduction - Total	\$12.00					
In-House Plotting		\$10.00				\$0.00
Large Format Copies		\$0.00				\$0.00
Xerox		\$2.00				
Other		\$0.00				\$0.00
Miscellaneous Expenses - Total	\$0.00					
Other		\$0.00				\$0.00
Other		\$0.00				\$0.00
TASK TOTAL	\$589.25					



TURNER STRUCTURAL ENGINEERING COMPANY

April 20, 2016

Mr. Henry Tom, AIA
Line & Space Architects
325 East Speedway
Tucson, AZ 85701

RE: FLOWING WELLS BRANCH LIBRARY ADDITION

Dear Henry:

We appreciate the opportunity to present our fee proposal for structural engineering services for the Flowing Wells Branch Library Addition.

Scope of Work

The scope of work will include an approximately 10,000 sqft addition to the existing 5,000 sqft Flowing Wells Library building. The total project budget is \$3.2 million.

Fee Proposal

Our proposal is based on the Scope of Professional Services Required as listed in the Pima County SF Exhibit A dated April 18, 2016.

Attached is a sheet with a listing of our Discipline Categories and the associated hourly rate calculation for each discipline.

Also attached is a sheet with a breakdown of our proposed hours and fees for each task item identified in the Scope of Work.

We have reviewed the Consultant Services Contract and we have in place all the insurance requirements listed in Article VII and can send certificates of coverage upon request.

We typically do not incur reimbursable expenses in our work and therefore have not included any reimbursable expenses in our cost proposal.

Special inspection services will be required during the construction phase. We have not included those services in this proposal. We recommend a testing and inspection lab be contacted to provide those services.

3026 N. Country Club • Tucson, Arizona 85716
Fax 520-323-0479 • Office 520-323-3422

Mr. Henry Tom, AIA
Line & Space Architects
April 20, 2016
Page 2

Terms

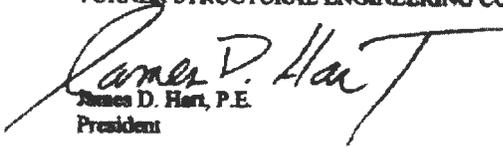
Billing invoices will be submitted monthly with the billing amount to be based on the percent complete. Payment shall be made within ten (10) days of receipt of payment from the owner or thirty (30) days from the date of the invoice, whichever is sooner.

If the foregoing is acceptable to you, please sign below at the place indicated for your acceptance. Upon our receipt of this proposal within 30 days from the date hereof with your written acceptance, your acceptance shall constitute a binding contract.

If you have any questions, please give us a call. Thank you for the opportunity to be of service to your firm.

Sincerely,

TURNER STRUCTURAL ENGINEERING COMPANY


James D. Hart, P.E.
President

Proposal Accepted:

Line & Space Architects

By: _____

Date: _____



4/20/2016
 Flowing Wells Library Addition

Structural Engineering Cost Proposal

	Discipline Category	Hourly Rate	Hours	Cost
Schematic Design	Principal	\$140	11	\$1,540
	Senior A/E	\$90	7	\$630
	Designer	\$80	0	\$0
	CADD	\$65	0	\$0
	subtotal			\$2,170
Design Development	Principal	\$140	16	\$2,240
	Senior A/E	\$90	12	\$1,080
	Designer	\$80	13	\$1,040
	CADD	\$65	0	\$0
	subtotal			\$4,360
50% CD's	Principal	\$140	8	\$1,120
	Senior A/E	\$90	22	\$1,980
	Designer	\$80	12	\$960
	CADD	\$65	8	\$520
	subtotal			\$4,580
90% CD's	Principal	\$140	16	\$2,240
	Senior A/E	\$90	40	\$3,600
	Designer	\$80	24	\$1,920
	CADD	\$65	16	\$1,040
	subtotal			\$8,800
Permit/Bid Documents	Principal	\$140	6	\$840
	Senior A/E	\$90	8	\$720
	Designer	\$80	8	\$640
	CADD	\$65	0	\$0
	subtotal			\$2,200
Bid/Negotiation	Principal	\$140	1	\$140
	Senior A/E	\$90	3	\$270
	Designer	\$80	3	\$240
	CADD	\$65	0	\$0
	subtotal			\$650



4/20/2016
 Flowing Wells Library Addition

Structural Engineering Cost Proposal

	Discipline Category	Hourly Rate	Hours	Cost
CA Phase	Principal	\$140	8	\$1,120
	Senior A/E	\$90	20	\$1,800
	Designer	\$80	12	\$960
	CADD	\$66	4	\$260
		subtotal		
Record Drawings	Principal	\$140	2	\$280
	Senior A/E	\$90	0	\$0
	Designer	\$80	0	\$0
	CADD	\$66	3	\$195
		subtotal		
	Total			\$27,375



FEE ESTIMATE SUMMARY

PROJECT: Flowing Wells Library Addition Date: 4/20/2016

PREPARED BY: James Hart CONTRACT NUMBER _____

EFFECTIVE DATE _____ PRIME CONTRACTOR _____

CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead 150.00%	Profit 10.00%	Billing Rate
1	TURNER STRUCTURAL ENGINEERING CO.	Principal	\$51.00	\$76.50	\$12.75	\$140.00
2	TURNER STRUCTURAL ENGINEERING CO.	Senior A/E	\$32.75	\$49.13	\$8.19	\$90.00
3	TURNER STRUCTURAL ENGINEERING CO.	DESIGNER	\$29.10	\$43.55	\$7.28	\$80.00
4	TURNER STRUCTURAL ENGINEERING CO.	CADD	\$23.65	\$35.48	\$5.91	\$65.00

Formulas

- (A) Direct Labor Rate
- (B) Overhead @ 150% X(A)
- (C) Profit @ 10% X(A+B)
- (D) Billing Rate (A+B+C)



**TURNER STRUCTURAL
ENGINEERING COMPANY**

April 20, 2016

AUDIT STATEMENT

TURNER STRUCTURAL ENGINEERING CO.

Calculation of Overhead Rate:

OVERHEAD RATE = OVERHEAD EXPENSES / DIRECT LABOR COST

OVERHEAD EXPENSES = TOTAL EXPENSES - DIRECT LABOR COST

For the Period Ending 12/31/2015:

TOTAL EXPENSES = \$519,293

DIRECT LABOR COST = \$207,717

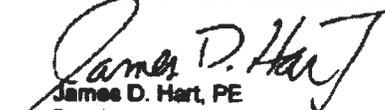
OVERHEAD EXPENSES = \$519,293 - \$207,717 = \$311,576

OVERHEAD RATE = \$311,576 / \$207,717 = 1.50

OVERHEAD RATE = 1.50

Prepared By:

TURNER STRUCTURAL ENGINEERING CO.


James D. Hart, PE
President

3026 N. Country Club - Tucson, Arizona 85716
For 520-323-0479 • Office 520-323-3422



PROPOSAL

Project Name: Flowing Wells Branch Library Addition
Project Address: 1730 W. Wetmore Rd.
Tucson, AZ 85705
Job Number: 16030
Date: April 21, 2016
Client: Line and Space, LLC
627 E. Speedway
Tucson, AZ 85705
Engineer: Kelly, Wright & Associates, P.C.

Project Description:

Approximately 10,000 square foot addition to existing 5,000 square foot library. The addition will be designed to accommodate up to a 40,000 item collection, a meeting / story telling room, expanded children's / teen areas, small study rooms, computer commons, storage space and staff restrooms.

Scope of Basic Services:

GENERAL:

- This project will be drawn in AutoCAD as 2D. 3D drawings are not included.
- Project specifications will be included in project manual (book specs).
- A minimum of one site visit will be required during the design phase. Site visit purpose is to verify obvious existing conditions. Timing will be at Engineer's discretion and coordinated with Client.
- Revise drawings and issue written response letters to Authority Having Jurisdiction review comments.

HVAC:

- Design of heating, cooling, and ventilation system for addition to the existing building. Systems shall be split systems or packaged rooftop units. Controls will be stand-alone thermostats.
- Only one system type will be designed – Client must inform the engineer of the system type selection prior to any mechanical design.
- Preparation of mechanical portion of the Model Energy Code report for project.

Plumbing:

- Design of domestic water systems, waste and vent systems for the addition to the existing building. The design shall be extended to five feet out from the exterior wall of the building.
- Design of rainwater drainage systems, excluding any gutters or downspouts, for the addition to the existing building. The design shall be extended to five feet out from the exterior wall of the building.
- Design of natural gas piping systems for the addition to the existing building. The design shall be extended to five feet out from the exterior wall of the building.

Fire Protection Performance Specifications:

- Provide a performance specification for a wet-pipe automatic fire sprinkler system including design criteria as required by the Authority Having Jurisdiction. The contractor shall be responsible to prepare the system design and submit to the authority having jurisdiction.

7337 EAST TANQUE VERDE, TUCSON, AZ 85715 (520) 887-1919 FAX (520) 696-0280

WWW.KWMECH.COM

Construction Administration:

- Three (3) construction field observation visits with written reports are included. Visits shall be as follows: (1) underground (2) pre-ceiling install (3) final. Engineer will perform visits based on Client requests.
- Note that site visits will be performed at the request of the client and billed on a per-trip basis.
- Review of mechanical Submittals. Also see additional services below.
- Review and response to RFP's.
- Record drawing documentation (drafting of contractor-provided as-built conditions in CAD).

Commissioning:

- No scope.

Assumptions:

- IECC exclusion: Commissioning per section C406 is not required or will be provided by Others.
- IECC exclusion: Compliance with section C406 will be provided by the Electrical Engineer. No option 1 scope.
- Project will not be certified / rated by LEED or other agency and basic services does not include calculations & documentation for LEED or other similar programs – no report generation required.
- Project costs such as permit fees, plan review costs, special inspections, etc. are provided by Others.
- No Measurement and Verification (M&V) scope.
- Solar thermal hot water heating system designs are not required.
- Adequate sewer capacity and invert depth will be available to the project to design the waste systems utilizing gravity only.
- Adequate water pressure and water supply capacity will be available to the project to design the domestic water supply system without requiring booster pumps.
- Adequate electrical service will be available to accommodate the HVAC and plumbing systems.
- Life Cycle Reports, System Comparison Reports, Feasibility Studies, and similar documents are not included.
- Existing equipment to remain is assumed to have adequate capacity, be code compliant, and be in good condition for the anticipated re-use. Existing equipment will not be verified as part of this project.

Deliverables:

The Engineer's Instruments of service will be provided in electronic form. Hard copies are not included. Documents will be provided in PDF format. Copies of CAD files will be provided at the direction of Client.

Compensation for Basic Services:

The Engineer will be compensated for the basic services based on a fixed fee basis of twenty six thousand, nine hundred fifty eight dollars (\$26,958). This fee can be broken out into the tasks defined in the Pinna County Scope of Professional Services as follows:

Existing Conditions Survey	\$ 1,560
Schematic Design Phase	\$ 1,643
Phasing Plan Development and Temporary	\$ 948
Design Development Phase	\$ 4,801
50% Complete Construction Documents Phase	\$ 5,881
90% Complete Construction Documents Phase	\$ 4,417
100% Complete Construction Documents Phase	\$ 3,104
Construction Administration Phase	\$ 4,602
Total	\$ 26,958

Client's Responsibility:

- The Client shall make available to the Engineer full information on the Client's intent with regard to the project's requirements.
- The Client will keep the Engineer advised of any changes to the project requirements that may affect the Engineer's work.
- The Client shall provide architectural, civil, structural, electrical, and other consultant's drawings, design information, and/or documents to the Engineer for review and use during the project design.

Additional Services:

- Services and/or consultation not specified and/or in excess of those indicated in the Scope of Basic Services.
- Revisions to previously approved drawings and documents.
- Two substantial reviews are included per discipline (HVAC and plumbing). Reviews required beyond the 2nd review, will be billed at \$800 per review (intended to be billed to the Contractor).
- On-site meetings (such as design reviews, pre-bid, pre-construction, etc.) or site visits in addition to those included in Basic Services, will be billed at the Engineer's hourly rate plus mileage cost at current Federal rate. Note that time to generate written site observation reports will be included as part of the site visit time (hourly).
- Client requested field trips will be billed at five hundred dollars (\$500) per trip.

Reimbursable Expenses:

- The Client will reimburse the Engineer for the direct cost of each of the following:
 - Printing, reproduction, and duplication of documents not used for Engineer's own purposes.
 - Postage and special delivery service.
 - Any tax imposed on the Engineer's services shall be reimbursed at 100% of the actual cost.

Hourly Rates:

Engineer Director	\$ 150.00	Designer	\$ 75.00
Engineer	\$ 100.00	Clerical	\$ 30.00
Project Manager / Senior Designer	\$ 85.00		

Other Conditions:

- The agreement covered here is of the date indicated on the first page.
- The laws of the State of Arizona shall govern this Agreement.
- The Engineer will not begin work on the project or perform any additional services without an executed Agreement.
- The terms and conditions set forth in the Agreement shall be in effect for a period not to exceed six (6) calendar months from the date of acceptance. In the event that terms and conditions of this Agreement have not been completed in that time, the terms of this Agreement shall become responsible by both parties.
- The Engineer will invoice the Client monthly, based upon the percentages of completion, and/or at the time of submission of each phase of service. Payment is due upon presentation of the invoice unless a separate signed contract between the Client & Engineer establishes a different arrangement for payment.
- Interest may be charged on past due accounts at the rate of one and one half percent per month to accounts outstanding more than 30 days.
- The Engineer reserves the right to suspend the performance of services, without notice, any claim or right against the Client, and without liability whatsoever to the Client, if invoices have not been paid within 30 days.
- The Engineer shall not be responsible for the acts or omissions of the Client, Client's other consultants, Contractors, Subcontractors, their agents or employees, or other persons performing any of the Work. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any liabilities, damages and costs including reasonable attorney fees and cost of defense to the extent caused by the negligent acts, errors or omissions of the Client, Client's other consultants, Contractors, Subcontractors, their agents or employees, or other persons performing any of the Work.
- Engineer is not responsible or liable for any hazardous materials found on the project site, job site safety, or construction means and methods. All hazardous materials encountered on the site are the responsibility of the owner(s). Job site safety and construction means and methods are the responsibility of the contractor(s).
- Cost estimates, take offs reports, quantity calculations, vector description estimates, and similar calculations performed by the Engineer represent the Engineer's experience and best judgment and are not guaranteed.
- In recognition of the inherent risks, reward, and benefits of the project to both the Client and Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or other expenses arising out of this agreement from any cause or causes, including attorney's fee and costs and expert witness fees and costs, shall not exceed ten times our fee of \$60,000, whichever is less. Such causes include, but are not limited to, Engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- The parties agree that there shall be no assignment of this contract without mutually agreed upon in writing.
- The Agreement may be terminated by either party upon seven (7) calendar days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Engineer shall be due compensation for services rendered up to date of substitution of termination, reimbursable expenses and reasonable termination expenses.
- All disputes arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation. If any dispute that is submitted to mediation is not successfully resolved, the matter may be resolved through litigation in a court of competent jurisdiction in Pima County, Arizona.
- 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, expert fees, attorney's fees, and other related expenses.
- Engineer is entitled to rely on the accuracy and completeness of information, documents, and/or designs provided by others. Engineer shall have no obligation to verify the information or design's correctness. Client and Owner shall waive all claims against Engineer relating to information, documents, and designs provided by others and shall indemnify Engineer for all losses, cost and damages incurred.

Line and Space, LLC
April 21, 2016

16030

Flowing Wells Branch Library Addition
Page 4 of 4

- Client shall obtain Engineer's prior written consent before making any changes to plans and specifications prepared by the Engineer. Client and Owner shall waive all claims against Engineer relating to unauthorized changes to plans and specifications prepared by the Engineer and shall indemnify Engineer for all claims, cost, and damages incurred.
- Engineer shall retain ownership of the instruments of service and the information contained in them. Client & Owner shall not modify the instruments of service and/or reuse them in connection with any other project.
- **ELECTRONIC FILES:** Client agrees not to issue electronic files, created by the Engineer, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Engineer. Client further agrees to waive all claims against Engineer resulting in any way from any unauthorized changes or reuse of these electronic files for any other project by anyone other than Engineer. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Engineer and electronic files, the signed and stamped or sealed hard copy construction documents shall govern. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, agents and subcontractors against all damages, liabilities or costs, including reasonable attorney's fees, court costs and defense costs, arising from the use of the electronic files.

Please let us know if you wish additional information or clarification of our proposal. If you are in agreement with and wish to authorize us to proceed with the project as delineated herein, please sign one copy and return to our office. We sincerely appreciate your consideration of our firm. We look forward to helping you with this challenging and important project.

Sincerely,
Kelly, Wright & Associates, P.C.

Accepted By:
Line and Space, LLC



Doreven F. Kelly, P.E.
President

Client Signature

Printed Name and Title



April 21, 2016

Mr. Henry Tom
Line and Space, LLC
627 East Speedway Boulevard
Tucson, Arizona 85705

Re: Flowing Wells Library Addition
M3-M002216

Dear Henry:

The following is a fee proposal to provide electrical engineering services for the above referenced project:

Scope of Work

1. Provide field investigations.
2. Provide the electrical design (power, lighting and fire alarm) for a 10,000 square feet addition for the Flowing Wells Library in accordance with the Pima County Scope of Work dated 4/18/16.
3. Provide construction administration services which includes shop drawing review, answering request for information (RFI's), providing (3) site observation trips during construction and providing drafting of Contractor furnished red-lined, as-built drawings.

Assumptions

1. Backgrounds are to be provided to us in AutoCAD format.
2. We have assumed that electrical as-built drawings are available.
3. Telecommunications system design will consist of pathways only. Cabling design is by others.
4. Value engineering is not included.
5. LEED documentation is not included.
6. We have assumed that the existing building service is adequate for the addition.
7. We have assumed that the County will provide an electrician to assist us in determining the existing electrical as-built conditions.
8. Attending the prebid and preconstruction meetings is not included.

2051 W Sunset Rd
Suite 101

Tucson, Arizona
85704

t: 520.293.1488
f: 520.293.6348

www.m3eng.com

Fee

Please see the attached fee proposal. The labor and overhead rates used in the proposal are the same rates used for our electrical open-end contract with the County that was negotiated in 2014. Our overhead rate has gone up since then, but I have left it at the old 147% rate.

Please call if you have any questions.

Sincerely,

M3 ENGINEERING & TECHNOLOGY CORPORATION



Paul Bowden, P.E.
Project Manager

Accepted:

Line and Space, LLC

By _____

Date: _____

M3 Engineering And Technology

Date:	04/28/16
Project	Flooring Wells Library
Fee Summary	

Pre-Design	\$	810
Schematic Design	\$	3,247
Design Development	\$	4,005
Construction Documents	\$	6,450
Bidding	\$	825
Construction Administration	\$	<u>2,550</u>
Total Fee	\$	17,887

M3 Engineering And Technology

Date: 04/20/16 Project: Planning Wells Library Phase: Pre-Design						
ITEM	Project Manager	Electrical Designer III	Electrical Designer I	Cleical	TOTALS	
Hourly Rate	40.46	27.48	21.96	21.96		
Field Investigations	1	5	5			11
						0
Total Hours	1	5	5	0		11
LABOR EXTENSION	\$ 40	\$ 137	\$ 110	\$	\$	297
Overhead (14.7%)					\$	436.2
SUB-TOTAL LABOR					\$	733.00
PROFIT @ 10.0%					\$	77
TOTAL					\$	810

M3 Engineering And Technology

Date: 04/20/16						
Project: Flowing Wells Library						
Phase: Schematic Design						
ITEM	Project Manager	Electrical Designer III	Electrical Designer I	Clerical	TOTALS	
Hourly Rate	49.49	27.48	21.96	21.96		
Drawings (7)		12	12			24
Outline Specifications		1.5				
Load Calculations		1				
In House Quality Review		3				
County Review Meeting	4	4				
Cost Estimate		3				3
Annals Review Comments		2				2
						0
						0
Total Hours	4	28.5	12	0		29
LABOR EXTENSION	\$ 198	\$ 728	\$ 264	\$ -		\$ 1,190
Overhead (147%)						\$ 1,740.0
SUB-TOTAL LABOR						\$ 2,938.00
PROFIT @ 16.1%						\$ 388
TOTAL						\$ 3,327

M3 Engineering And Technology

Date: 04/20/16		Project: Flooding Wells Library		Phase: Design Development		TOTALS	
ITEM	Project Manager	Electrical Designer III	Electrical Designer I	Clerical			
Hourly Rate	49.46	27.43	21.98	21.98			
Drawings (7)	2	16	16				34
Specifications	1	4		4			
Load Calculations		1					
In House Quality Review		3					
County Review Meeting		4					
Cost Estimate		2					2
Annotate Review Comments		2					2
							0
							0
Total Hours	3	33	16	4			36
LABOR EXTENSION	\$ 148	\$ 879	\$ 352	\$ 88			1,467
Overhead (147%)						\$	2,157.0
SUB-TOTAL LABOR						\$	3,624.33
PROFIT @ 10.0%						\$	362.43
TOTAL						\$	4,086.76

M3 Engineering And Technology

Date: 04/20/18		Project: Flooring Wells Library		Phase: Construction Documents		TOTALS	
ITEM	Project Manager	Electrical Designer III	Electrical Designer I	Clerical			
Hourly Rate	48.40	27.45	21.00	21.00			
Drawings (7)	2	24	24				50
Specifications	1	4		4			
Load/Short Circuit Calculations		4					
In House Quality Review (2)		3					
County Review Meeting (2)		8					
Cost Estimate		4					4
Annotate Review Comments		4					4
Final QC	4						4
							0
Total Hours	7	51	24	4			87
LABOR EXTENSION	\$	346 \$	1,401 \$	828 \$	86 \$		2,363
Overhead (147%)							3,473.8
SUB-TOTAL LABOR							5,836.08
PROFIT @ 10.5%							613
TOTAL							\$ 6,450

M3 Engineering And Technology

Date: 04/26/16 Project: Flooding Wells Library Phase: Bidding						
ITEM	Project Manager	Electrical Designer III	Electrical Designer I	Clerical	TOTALS	
Hourly Rate	48.46	27.48	21.98	21.98		
Answer Bidder Questions	1	4				6
Attend		2	2	2		
Prebid Meeting (Not Included)						
						0
Total Hours	1	6	2	2		6
LABOR EXTENSION	\$ 48	\$ 165	\$ 44	\$ 44	\$	302
Overhead (14.7%)					\$	444.3
SUB-TOTAL LABOR					\$	746.66
PROFIT @ 10.5%					\$	78
TOTAL					\$	826

M3 Engineering And Technology

		Date: 04/20/16 Project: Planning Wells Library Phase: Construction Administration				Design			
ITEM		Project Manager	Electrical Designer III	Electrical Designer I	Clerical	TOTALS			
Hourly Rate		40.40	27.40	21.00	21.00				
Shop Drawing Review			6						
Answer Questions		1	4						
Site Visits (3) plus report			10						
As-Built Record Drawings			1	4					
Total Hours		1	29	4	0				
LABOR EXTENSION	\$	40 \$	707 \$	84 \$	- \$	934			
Overhead (147%)							1,373.4		
SUB-TOTAL LABOR							2,307.72		
PROFIT @ 10.0%							242		
TOTAL							2,550		

RLB | Rider Levett Bucknall

33 South Fifth Avenue
Tucson, Arizona 85701

JB:FP:LS
May 5 2016

T: +520 777 7561
F: +520 202 7378

Mr. Henry Tom AIA, NCARB
Line and Space, LLC
627 East Speedway Boulevard
Tucson
Arizona, 85705

Dear Henry:

RE: PIMA COUNTY – FLOWING WELL LIBRARY
FEE PROPOSAL FOR COST CONSULTANCY SERVICES

Thank you very much for including Rider Levett Bucknall (RLB) on your team to provide Cost Consultancy Services for the proposed Flowing Wells Library Branch Addition in Tucson, Arizona. We present below for your review our proposed fee to deliver said services.

Brief Project Description

The proposed project, as per the proposal request dated April 18 is for a 10,000 SF addition to the existing 5,000SF building. Construction cost by the general contractor is not to exceed \$2,250,000.

Consultant Scope of Work & Proposed Fees

Our fees for providing the following Cost Consultancy Services are as follows:

- preparation of one (1) construction cost estimate including reconciliation with the design team at the following nominated design stages
 - Schematic Design
 - Design Development
 - Construction Documents (at CD's RLB will provide a cost estimate at 90% stage and a cost estimate at the 100% submittal)

The fees are broken down per phase:

SCHEMATIC DESIGN

Position	Rate	Hours	Total
Associate	\$154.74	16	\$2,475.84
Senior Cost Manager	\$138.40	16	\$2,214.40
Total			\$4,690.24

www.rlb.com

Henry Tom
 Line and Space
 Page 2

PIMA COUNTY – FLOWING WELL LIBRARY
FEE PROPOSAL FOR COST CONSULTANCY SERVICES

DESIGN DEVELOPMENT

Position	Rate	Hours	Total
Associate	\$154.74	24	\$3,713.76
Senior Cost Manager	\$138.40	16	\$2,214.40
Total			\$5,928.16

CONSTRUCTION DOCUMENTS

Position	Rate	Hours	Total
Associate	\$154.74	32	\$4,951.68
Senior Cost Manager	\$138.40	32	\$4,951.68
Total			\$9,903.36

Please note that should any of the above milestone cost estimates be removed from the RLB scope of work we reserve the right to amend the remaining fees to represent the change in work effort.

If any additional Cost Consultancy Services are requested then those services will be reimbursed in accordance with our current hourly rates as follows:

Principal	\$212.05
Associate	\$154.74
Senior Cost Manager	\$138.40
Cost Manager	\$125.00
Cost Estimator	\$122.35

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.

Additionally please carefully note that our proposed fees specifically do not include the following:

- detailed labor, material and equipment build-ups for any unit rates included within RLB's cost estimate(s)

Henry Tom
Line and Space
Page 3

PIMA COUNTY – FLOWING WELL LIBRARY
FEE PROPOSAL FOR COST CONSULTANCY SERVICES

- preparation of new cost estimates or amendments to our cost estimate necessitated by changes in the design or by further redesigns beyond the milestone exercise included within this proposal
- Add alternates or value engineering exercises

Enclosed is a copy of our standard **Conditions of Engagement and Payment of Accounts** which will apply to this project.

In the meantime, if you have any questions, or would like to discuss some aspect of this proposal, please feel free to contact me.

Yours faithfully,

RIDER LEVETT BUCKNALL LTD.

Joel D Brown
Associate | Resident Manager

End of Exhibit “B” Compensation Schedule



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2016

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).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL: syoung@risk-strategies.com ADDRESS:
www.risk-strategies.com CA DOI License No. 0F06675	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Continental Casualty Co. 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Line & Space, LLC 627 E. Speedway Tucson AZ 85705	

COVERAGES CERTIFICATE NUMBER: 29910848 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 SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN. AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOG					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		AEH113783702	5/18/2016	5/18/2017	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)

Projects as on file with the insured.

CERTIFICATE HOLDER Pima County Procurement, Design and Construction Division Attn: Scott Loomis 130 West Congress Tucson AZ 85701	CANCELLATION 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 Michael Christian <i>M.C. Christian</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2016

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 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).

PRODUCER Crest Insurance Group, LLC 5285 E Williams Cir. Ste 4500 Tucson AZ 85711		CONTACT NAME: Danel McCartin PHONE (A/C, No., Ext): 520-881-5760 E-MAIL: dmccartin@crestins.com ADDRESS:		FAX (A/C, No.): 520-325-3757	
INSURED Line and Space, LLC 627 East Speedway Boulevard Tucson AZ 85705		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 10677	

COVERAGES CERTIFICATE NUMBER: 2014512511 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		EPP0216804	11/10/2015	11/10/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		EPP0216804	11/10/2015	11/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			EPP0216804	11/10/2015	11/10/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC0368652	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pima County and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability). This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

CERTIFICATE HOLDER Scott Loomis Pima County Procurement, Design and Construction Division 130 West Congress Tucson AZ 85701	CANCELLATION 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 <i>Cody Ritchie</i>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/25/15	Policy Number: EPP0216804
Named Insured: Line and Space, LLC	
Countersigned by:	

(Authorized Representative)

The person or organization named in the following schedule is an "insured" to the extent of their liability for the conduct of another "insured" as provided in **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured, Paragraph c.**

Schedule

Additional Insured

Pima County Procurement

Address:

130 West Congress Street, 3rd floor

Tucson, AZ 85701

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	13
11. Property Damage to Borrowed Equipment.....	13
12. Employees as Insureds - Specified Health Care Services:	14
Nurses; Emergency Medical Technicians; and Paramedics	
13. Broadened Notice of Occurrence.....	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail bonds: \$ 1,000
- Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission 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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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 damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have

knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to.

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassign-

ment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held 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.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (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 di-

rectors. 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) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules

below fix the most we will pay regardless of the number of:

- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be

reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer dam-

ages as a result of the act, error or omission.

- 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";
- (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 an act, error or omission 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 without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. 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 b. below.

b. 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.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission 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;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

e) Settling, cracking, shrinking or expansion; or

f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

1) Earthquake, volcanic eruption, landslide or any other earth movement;

2) Water that backs up or overflows from a sewer, drain or sump;

3) Water under the ground surface pressing on, or flowing or seeping through:

a) Foundations, walls, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

1) You did your best to maintain heat in the building or structure; or

2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in **Section B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits of Insurance, 4.a. Bail Bonds** of this endorsement for 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.

b. Paragraph 4. is replaced by the following:

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 the limit shown in **Section B. Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;

- c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d) and (e) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a) Providing engineering, architectural or surveying services to others; and

- b) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

- a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b) Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- 2) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is hereby amended as follows:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The

Limits of Insurance shown in Section B. Limits of Insurance, 11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

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

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

- 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.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".