



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 08/20/18

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Line and Space, L.L.C. (Headquarters: Tucson, AZ)

***Project Title/Description:**

Architectural and Engineering Design Services: Sahuarita Library (XSBLIB)

***Purpose:**

Award: Contract No. CT-FM-19-089. This award of contract is recommended to the highest qualified consultant in the amount of \$818,862.72 for a contract term from 08/20/18 to 02/28/21 for the design of the Sahuarita Library.

Administering Department: Facilities Management.

***Procurement Method:**

Solicitation for Qualifications No. 295498 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. Seven (7) responsive statements of qualifications were received and evaluated by a five (5) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of five (5) respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

The goal is to produce a design for a new branch library that is both economically responsible and a destination hub for the community of Sahuarita.

***Public Benefit:**

The public will benefit from improved library services to the residents within Pima County and more specifically the Sahuarita area. Current Library services are provided through a small temporary location which the community has outgrown.

***Metrics Available to Measure Performance:**

Success will be measured by receiving design submittals per the agreed upon schedule, meeting Pima County's requirements and receiving a construction bid at or below the approved budget.

***Retroactive:**

No.

To: COB-8-7-18
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Revised 5/2018 (1)

Contract / Award InformationDocument Type: CT Department Code: FM Contract Number (i.e., 15-123): 19-089Effective Date: 08/20/18 Termination Date: 02/28/21 Prior Contract Number (Synergen/CMS): _____ Expense Amount: \$* 818,862.72 Revenue Amount: \$ _____*Funding Source(s) required: FM-Capital Projects Non-Bond (Library District Fund)Funding from General Fund? Yes No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

 Expense or Revenue Increase Decrease Amount This Amendment: \$ _____Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ _____ % _____**Grant/Amendment Information (for grants acceptance and awards)** Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

 Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ _____ % _____*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Scott Loomis 8/1/2018 Reve 8/2/18Department: Procurement May 8/1/18 8/3/18 Telephone: 520-724-8272Department Director Signature/Date: John B. 8/3/18Deputy County Administrator Signature/Date: John B. 8-3-18County Administrator Signature/Date: E. DeJett 8/6/18
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: August 2, 2018

The Pima County Procurement Department hereby issues formal notice to respondents to **Solicitation No. 295498 for Architectural and Engineering Design Services: Sahuarita Library (XSBLIB)** that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after August 20, 2018.

Award is recommended to the Most Qualified Respondent.

AWARDEE NAME

Line and Space, L.L.C.

OTHER RESPONDENT NAMES

Burns Wald-Hopkins Shambach Architects, Inc.

Engberg Anderson, Inc.

M. Arthur Gensler JR & Associates, Inc.

Richard & Bauer Architecture, L.L.C.

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

Issued by: /s/ Scott Loomis

Telephone Number: (520) 724-8272

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

Copy to: Pima County SBE via e-mail at SBE@pima.gov

PIMA COUNTY FACILITIES MANAGEMENT		
PROJECT:	ARCHITECTURAL AND ENGINEERING DESIGN SERVICES: SAHuarita LIBRARY (XSBLIB)	CONTRACT
CONSULTANT:	LINE AND SPACE, L.L.C. 627 EAST SPEEDWAY BLVD. TUCSON, ARIZONA 85705	NO. CT-FM-19-089
AMOUNT:	\$818,862.72	AMENDMENT NO.
FUNDING:	FM-CAPITAL PROJECTS NON-BOND	This number must appear on all invoices, correspondence and documents pertaining to this contract.

CONSULTANT SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called COUNTY, and Line and Space, L.L.C., hereinafter called CONSULTANT, and collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Sahuarita Library; and

WHEREAS, CONSULTANT is willing, qualified, and properly registered within the State of Arizona to provide such services; and

WHEREAS, based on CONSULTANT's representations in response to Pima County Solicitation No. 295498, CONSULTANT was determined to be the most qualified for this Project; and

WHEREAS, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration, the parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on August 20, 2018, and terminates on February 28, 2021, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Architectural and Engineering Design Services for the COUNTY as described in **EXHIBIT "A" - SCOPE OF SERVICES** (10 pages), **EXHIBIT "A-1" – SAHuarita LIBRARY PROGRAM SUMMARY** (6 pages), and **EXHIBIT "A-2" – CADMASTER LAYERS** (1 page), attachments to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with **Article 5**. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.



ARTICLE 3 - DEFINITIONS

Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by COUNTY.

Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to the Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with Article 5.

Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.

Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in EXHIBIT "B" -COMPENSATION SCHEDULE.

Fee. Fee is the amount, independent of actual costs, that the CONSULTANT is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to CONSULTANT for both profit and unallowable costs. Efficient cost control will allow CONSULTANT to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.

Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.

Labor Rates. Labor rates are the actual cost of salary paid to employees of CONSULTANT and identified in EXHIBIT "B" – COMPENSATION SCHEDULE.

Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. CONSULTANT assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by CONSULTANT beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the CONSULTANT's fixed Fee.

Indirect Costs. Indirect costs are at the overhead rate identified in EXHIBIT "B" – COMPENSATION SCHEDULE.

Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

ARTICLE 4 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of CONSULTANT's Direct Labor Costs, Indirect Costs and Other Direct Costs. CONSULTANT's fee will remain fixed and may be adjusted only as provided in ARTICLE 5 and ARTICLE 6.

CONSULTANT's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as **EXHIBIT "B" - COMPENSATION SCHEDULE (76 pages)**. CONSULTANT may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. CONSULTANT will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the CONSULTANT's invoice for billing purposes. Calculations and supporting data will be made available to COUNTY at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by COUNTY of all associated deliverables), COUNTY will pay the balance of the fixed fee to CONSULTANT.

Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. COUNTY may consider adjustments to rates in connection with any extensions of the contract term.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed Eight Hundred Eighteen Thousand Eight Hundred Sixty Two Dollars and Seventy Two Cents (\$818,862.72).

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under **ARTICLE 25**, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk. Additional Services identified in EXHIBIT "B" - COMPENSATION SCHEDULE, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, CONSULTANT will invoice additional Services at the rates incorporated into this Contract as in EXHIBIT "B" - COMPENSATION SCHEDULE. COUNTY may add additional services throughout the term of the Contract by providing notice in writing to CONSULTANT. Hourly billable rates shown in EXHIBIT "B" - COMPENSATION SCHEDULE will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to EXHIBIT "A" - SCOPE OF SERVICES by written amendment at any time.

COUNTY has ten (10) calendar days from the date of invoice to notify CONSULTANT of any invoicing discrepancies. COUNTY and CONSULTANT will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by COUNTY.

ARTICLE 5 – PROJECT BASELINE AND ADJUSTMENTS

- A. COUNTY and CONSULTANT have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.

B. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:

1. A delay in the work attributable to a failure by COUNTY to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one (1) day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
2. There is no adjustment for any delay in the work attributable to a failure by CONSULTANT to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by CONSULTANT to adhere to its schedule expectations, CONSULTANT will provide a recovery plan to COUNTY within five (5) days of COUNTY's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for CONSULTANT to make more than two (2) submissions of plans or documents for approval is a failure by CONSULTANT to adhere to its schedule commitments. CONSULTANT's work associated with additional reviews is non-compensable.
3. A delay in the work attributable to any other cause that differs materially from the expectations of the Parties regarding that cause is an excusable delay for which the Parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the Parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
6. The Parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.

C. CONSULTANT agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by CONSULTANT to complete the work after the completion date in the schedule are not reimbursable under this Contract.

ARTICLE 6 – REALLOCATION OF FUNDS

Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in EXHIBIT "A" - SCOPE OF SERVICES and EXHIBIT "B" – COMPENSATION SCHEDULE.

If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to COUNTY. With the agreement of the Parties, COUNTY may reallocate the cost savings to other tasks in EXHIBIT "A" - SCOPE OF SERVICES and EXHIBIT "B" – COMPENSATION SCHEDULE as follows:

- A. Reallocation between subtasks in EXHIBIT "A" - SCOPE OF SERVICES under any one of the major task categories in EXHIBIT "B" – COMPENSATION SCHEDULE may be made between the COUNTY's department representative and the CONSULTANT's project manager by written agreement.
- B. County's Procurement Director may make a reallocation among the major tasks in EXHIBIT "B" – COMPENSATION SCHEDULE by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
- C. The Board of Supervisors may make any reallocation or adjustment in EXHIBIT "A" - SCOPE OF SERVICES or EXHIBIT "B" – COMPENSATION SCHEDULE that increases the total contract amount through a Contract Amendment.

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

ARTICLE 7 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

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

7.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 7.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
- 7.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 7.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

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

7.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

7.2 Additional Insurance Requirements:

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

7.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.

7.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.

7.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

7.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

7.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement Department, 130 West Congress Street, Tucson AZ 85701, and Fax 520-791-6508.

7.4 Verification of Coverage:

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

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

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

7.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 8 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY its agents, employees or indemnities.

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

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

ARTICLE 9 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 10 – STATUS OF CONSULTANT

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 11 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this contract, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or

for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

ARTICLE 12 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 13 – SUBCONSULTANT

CONSULTANT will be fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 14 – NON-ASSIGNMENT

CONSULTANT will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion; provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 15 – NON-DISCRIMINATION

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein including flow down of all provisions and requirements to any subconsultants. During the performance of this contract, CONSULTANT will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 16 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so may result in the termination of this Agreement.

ARTICLE 17 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT will be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
 1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT's performance of this Contract;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
 1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph 2., COUNTY's liability to CONSULTANT will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which COUNTY has not previously made payment.

D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—

1. Excepting item 8. in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and

2. CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.

E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, COUNTY determines that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if COUNTY had terminated the Contract for convenience.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 19 – TERMINATION FOR CONVENIENCE OF COUNTY

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

ARTICLE 20 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 21 – NOTICES

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

COUNTY:

Lisa Josker, Director
Facilities Management
150 West Congress Street, 3rd Floor
Tucson, AZ 85701
Tel: (520) 724-3085
Fax: (520) 724-3900

CONSULTANT:

Henry Tom, Principal-in-Charge
Line and Space, L.L.C.
627 East Speedway Blvd.
Tucson, AZ 85705
Tel: (520) 623-1313
Fax: (520) 623-1303

ARTICLE 22 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 295498, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

ARTICLE 23 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in **ARTICLE 27** are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 24 – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 25 – BOOKS AND RECORDS

CONSULTANT will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONSULTANT will retain all records relating to this contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONSULTANT may, at its option, deliver such records to COUNTY for retention.

ARTICLE 26 – DELAYS

Neither party hereto will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 27 – DISPUTES

In the event of a dispute between the Parties regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one (1) week of the

request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this contract vest in and become the property of COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the CONSULTANT.

ARTICLE 29 – PUBLIC INFORMATION

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

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

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

ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

COUNTY has the right at any time to inspect the books and records of CONSULTANT and any subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT'S or any subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a subconsultant, and the subcontract is suspended or terminated as a result, CONSULTANT must take such steps as may be necessary to either self-perform the services that would have been provided under

the subcontract or retain a replacement subconsultant, (subject to COUNTY approval if SBE or MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT will advise each sub-consultant of COUNTY'S rights, and the sub-consultant's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT's approved construction or critical milestones schedule, such period of delay is excusable delay for which CONSULTANT is entitled to an extension of time, but not costs.

ARTICLE 31 - ISRAEL BOYCOTT CERTIFICATION

CONSULTANT hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by CONSULTANT may result in action by the County up to and including termination of this Contract.

(The remainder of this page is intentionally left blank)

ARTICLE 32 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

PIMA COUNTY:

Chairman, Board of Supervisors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

CHARLES WESSELHOFT

Name (Please Print)

AUG 03 2018

Date

CONSULTANT:

Signature

Henry Tom, Principal
LINQ AND SPACE, LLC.

Name and Title (Please Print)

8-3-18

Date

EXHIBIT "A" - SCOPE OF SERVICES (10 Pages)

PIMA COUNTY FACILITIES MANAGEMENT NEW BUILDING SERVICES DIVISION

150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701
Tel: 520-724-3085 | Fax: 520-724-3900

SCOPE OF PROFESSIONAL SERVICES REQUIRED

DATE:	April 2018
PROJECT NAME:	New Sahuarita Branch Library
BUILDING NAME:	Sahuarita Library
BUILDING ADDRESS:	TBD
PROJECT MANAGER:	Martyn Kiehl
TELEPHONE:	520 / 724-3106

A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

1. General Provisions:

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

All work shall be performed by persons licensed in the State of Arizona for the type of Professional Services required, or by persons under direct supervision of the licensed Professional, for which the Licensed Professional(s) assumes responsibility. The names of the licensed Professional(s) shall be supplied. They shall be responsible for the drawings and specifications pertaining to the Professional Services they provide, by sealing and signing all drawings and specifications for which they are responsible.

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

If a responsive construction bid proposal for construction of the Project is not received for an amount within the construction budget, the CONSULTANT shall, in consultation with the COUNTY, revise the scope and/or quality of the project to obtain a satisfactory proposal to construct the project in accordance with A.R.S. 34-104, at no additional cost to the COUNTY, unless otherwise agreed upon by the COUNTY.

The CONSULTANT shall prepare minutes of all meetings in the design phase between the COUNTY, and the CONSULTANT, for review and approval by the COUNTY.

During the design phase of the project the CONSULTANT shall prepare a Master Project Schedule to encompass the entire project including the construction phase for review and approval by the COUNTY. The CONSULTANT shall develop the baseline project schedule in Microsoft Project 2010 format or newer. The CONSULTANT shall then be responsible to maintain and update the schedule on a monthly basis until construction begins. Along with the schedule the CONSULTANT shall provide progress reports to the COUNTY's project manager on a bi-monthly basis throughout the Design Services. The CONSULTANT shall submit each schedule revision to the COUNTY for review and approval.

2. Project Narrative:

The project to be located in the Town of Sahuarita will be part of the ongoing efforts of the Pima County Public Library to provide services to underserved, growing populations. Considerable effort has gone into defining the need and potential location of a full service library in the Town of Sahuarita. Over the years, many sites have been considered and studied for the suitability. The new branch library will replace the existing temporary site which currently utilizes modular buildings, on leased land to provide library services.

Design and construct a 15,000 to 20,000 square foot full service branch library on purchased property in the Town of Sahuarita. At present, Pima County is in the process of purchasing a 2.87 acre site on the main campus of the Sahuarita Unified School District. The property frontage runs along Sahuarita Road, which is a major street within the Town of Sahuarita. This program concept has a mutual educational benefit for both the Pima County Libraries and the Sahuarita Unified School District. The location is in the center of an area of major population density in a town of over 25,000 residents. This cooperative pursuit exemplifies sound practice in finding common ground and leveraging of resources for the greater good of providing excellent services to the community.

(See **Map of the Area** prepared by the County at the end of **Exhibit A**)

The County's Project Team will consist of representatives from Pima County Facilities Management, Pima County Library Administration and other stakeholders that the County has identified. All required design review presentations shall be made to Pima County Facilities Management prior to presenting to the entire Project Team.

3. Architectural & Engineering Services

Professional services for this project are to consist of the following and as described below:

- Existing Conditions Survey
- Program Verification
- Schematic Design
- Design Development
- Construction Documentation:
 - 50% CD Review Documents
 - 90% CD Review Documents
 - Permit/Bid documents
- Bidding and Permitting
- Construction Administration
- Record Drawings

The CONSULTANT shall also provide any and all presentation materials, which may include the following: presentation boards, conceptual renderings or models, color and material finish boards, Power Point presentations etc. as necessary to communicate the design to Pima County and its stakeholders. Provide a separate line item in the fee proposal for presentation renderings and/or models for use upon request by Pima County.

These Design services shall include (not limited to) the following as required:

- Architectural Services
- Civil Engineering
- Surveying
- Landscape Design
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Delegated Design
- Fire Alarm Engineering
- Electrical Engineering
- Telecommunications Design
- Audio Visual Design
- Building, room and wayfinding identification signage
- Cost Estimating at Schematic Design, Design Development, 50% and 90% CD's and Bid phase.
- ADA Compliance
- Public Art Coordination
- Interior Design/Furniture Coordination with Pima County

The library shall be designed to implement LEED elements sufficient to obtain 50 or more points per LEED v4 edition. The CONSULTANT shall maintain a score card during design and construction to document progress toward this goal. Pima County may or may not elect to pursue LEED certification.

CONSULTANT to provide interior space planning services and conceptual furniture layout with consultation with Pima County Facilities Management. Pima County Facilities Management interior designer will select, specify, procure and manage installation for furniture and equipment.

Finish materials and color selections will be by CONSULTANT using Pima County Facilities Management's standards only. Pima County Facilities Management interior designer will have final approval.

4. Estimated Construction Budget & Cost Control

The total construction budget shall not exceed **\$5,700,000** for construction by the General Contractor. The construction delivery method for this Project is Design-Bid-Build.

The CONSULTANT is responsible to maintain the project's design within the construction budget. The cost estimator needs to be well aware of construction costs within the southern Arizona market. A professional estimator, who is not an employee of the CONSULTANT's firm, and is independent from the CONSULTANT's other sub-consultants, shall prepare the cost estimates. If necessary the CONSULTANT and his cost estimator shall recommend value-engineering items, scope changes, and add alternates for COUNTY review and approval. If changes need to occur to the design documents in order to get the design within budget, including new cost estimate/s, this work shall be at no expense to the COUNTY.

5. Project Schedule:

- a. Design through Construction Documents – Ten Months
- b. Permits and Bidding – Three Months
- c. Construction – Ten Months

The master project schedule shall be developed in association between the CONSULTANT, COUNTY and Project Team.

6. Pre-Design Services Detail:

a. Existing Conditions Survey:

The CONSULTANT shall provide a survey, thru a registered surveyor, with sufficient detail to design the project. At a minimum, it shall include the following: property lines (providing lengths and bearings of each); setting iron pins at property corners; legal description, including any existing and proposed easements on site; identification of onsite structures and features; topographic contours at one foot intervals and spot elevations at 25 foot centers, and at all breaks in curbs and sidewalks; location, size, depth, pressure, and flow direction for all utilities; location of all existing trees of 3 inch caliper and greater and any special features, subject to demolition and/or relocation. The CONSULTANT shall visit the project site and field measure and photograph existing conditions as necessary to inform the design and construction documents.

All drawings prepared by the CONSULTANT shall be in AutoCAD (20015, or newer, format) using the National CAD Standards Layering Convention (version 4 or later).

b. Program Verification:

At the award of this contract, the CONSULTANT shall meet with the project stakeholders to verify the program and the functional needs of the new building. Any previously developed building program will be given to the consultant at the time of award outlining the general project requirements.

7. Design Services Detail:

a. Applicable Codes and Regulations:

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

The CONSULTANT shall assist the COUNTY with submission to the Arizona State Fire Marshal for permit as applicable.

The CONSULTANT must comply with all Pima County and ASFM adopted codes.

b. Schematic Design Phase:

Upon the COUNTY written approval of the Project Program, the CONSULTANT shall proceed to the Schematic Design Phase of the Project, which consists of drawings, outline specifications, calculations and other documents, which establish the general, scope, conceptual design, scale and relationships between components, and any other preliminary concern specific to the Project. Documentation for the Schematic Design Phase shall be prepared in sufficient detail and technical calculation necessary to proceed to the Design Development Phase of the Project.

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

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

Within one week after the submission of the Schematic Design Documents, the CONSULTANT shall submit to the COUNTY, a Statement of Probable Construction Cost. Provide a copy in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. Approval of the Schematic Design Phase by the COUNTY is necessary before proceeding on to the Design Development Phase of the Project.

c. Design Development Phase:

The CONSULTANT shall proceed with the Design Development Documents, only on written approval by the COUNTY. This Phase consists of drawings and other documents necessary to describe the size and character of the entire Project as to architectural, structural, mechanical, plumbing and electrical systems, materials, and such other disciplines and essentials as may be appropriate. Design Development Documents shall be submitted to the COUNTY for review and approval.

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

Within one week of the submission of the Design Development Documents, the CONSULTANT shall submit an Estimate of Construction Cost. Provide in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. The CONSULTANT must receive from the COUNTY written approval of the Design Development documents before proceeding to the Construction Document phase.

d. Construction Documents Phases (50% and 90% Completion):

The CONSULTANT shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including Drawings and Specifications (50% & 90% level for all disciplines), setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the standard Pima County Bidding Instructions of the Contract. The COUNTY's Project Manager will supply these Instructions to the CONSULTANT. The CONSULTANT shall coordinate with the COUNTY on the Project's General Requirements to be included in the Project Manual.

The CONSULTANT and/or sub-consultants with the County's Project Manager shall meet with local and State Agencies to review and verify architectural and engineering documents. This includes, however is not limited to, consultation with Pima County Development Services, Arizona Office of State Fire Marshal, other agencies and the utility service providers as applicable. The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session, "page-turn", will be held with the COUNTY, Project Team and the CONSULTANT's team to review details of the submittal, answer questions and discuss solutions to design challenges. The COUNTY will provide review comments from these sessions.

The submittal shall consist of PDF and AutoCad formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments at this time. Within one (1) week of each submission of the Construction Documents, the CONSULTANT shall submit a revised Estimate of Construction Cost. Provide itemized costs for materials and labor for each portion of the construction. The CONSULTANT must receive from the COUNTY written approval of each Construction Documents Phase before proceeding to the next Construction Document Phase.

e. Construction Documents Phases (100% Completion):

The CONSULTANT shall develop from the 90% Construction Documents, the 100% Construction Document submission to be submitted by the COUNTY's Project Manager for obtaining the building permits and beginning the procurement process to obtain a General Contractor and furniture procurement. This submission includes drawings and full specifications, calculations and product cut sheets setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The CONSULTANT shall conduct an in-house quality review session prior to submission to the COUNTY.

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

The CONSULTANT shall provide the COUNTY with all required documentation for submittal for the Construction Permit, or any other permits, or review processes required by said governmental authorities. These documents shall include completed permit applications, checklists, CONSULTANT Consent Form, plans, specifications, special inspection certificates (if necessary), energy code compliance calculations, and other calculations. The COUNTY will submit these documents to Development Services and other agencies for permit review.

The CONSULTANT shall provide an updated LEED Scorecard at this time.

The CONSULTANT at this time shall submit the written responses from the previous submittal's comments. Pima County will review prior to approving the submittal to proceed to the bidding and permitting phase. The CONSULTANT must receive from the COUNTY's Project Manager's written approval of the Completed Construction Documents before proceeding to the next phase. Upon approval of the submittal, CONSULTANT shall make any required changes during the Bidding Phase by Addendum/Addenda.

f. Bidding Phase:

The CONSULTANT shall assist the COUNTY in answering any questions that may arise from bidders pertaining to the Construction Document. Should Addenda become necessary, the CONSULTANT shall prepare and distribute same with direction provided by the COUNTY's Project Manager. The CONSULTANT will assist in the review of bids to help determine the most advantageous bid to the COUNTY and for recommending that bid for award by the Pima County Board of Supervisors.

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

g. Construction Administration Phase of the Construction Contract:

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona, and as the same may hereinafter be amended with approval of both parties after review by the CONSULTANT. The term "Contractor" as used herein shall mean the party entering into a contract with COUNTY for the construction of the Project defined by the Construction Documents.

CONSULTANT's Construction Administration Phase shall commence with the pre-construction meeting/notice-to-proceed to the General Contractor and will terminate Sixty (60) days following issuing of the Certificate of Substantial Completion. CONSULTANT's Construction Administration Services, beyond the completion time period specified above shall require specific written approval by the COUNTY by written amendment to this agreement.

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

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

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

The CONSULTANT shall make sufficient visits to the site so as to ascertain the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. SUB-CONSULTANTS to the CONSULTANT shall also furnish periodic written records of their inspection of the Work, which shall be submitted to the COUNTY, through the CONSULTANT, for the COUNTY files.

The CONSULTANT shall chair a weekly construction meeting on site with Contractor and the COUNTY and provide written minutes of the meetings to all attendees.

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

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

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

The CONSULTANT may decline to approve an Application for Payment and may withhold the Application in whole or in part, if in the CONSULTANT's opinion he is unable to make representations to COUNTY as provided in the above paragraph. The CONSULTANT may also decline to approve any Applications for Payment, or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for

Payment previously issued to such extent as may be necessary in his opinion to protect the COUNTY from loss because of:

Defective work not remedied, or;

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

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

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

Damage to another contract, or;

Reasonable indication that the Work will not be completed within the Contract Time, or;

Unsatisfactory execution of the Work by the Contractor.

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

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

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

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

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

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

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

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

At the conclusion of the Project, the CONSULTANT shall prepare a Record Drawing Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the COUNTY at the time of submission.

B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

COUNTY shall provide the following items and services in support of the CONSULTANT'S work:

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager. Reproduction costs which are used for coordination purposes between the CONSULTANT's team members will be paid for by the COUNTY per the agreed upon rate, as detailed in fee proposal.
2. Cost of reproductions for all documents required for bidding and construction, shall be with vendors having a purchase order with the COUNTY.
3. Cost of geotechnical investigations, materials testing and special inspections (as needed) based on Project requirements defined by CONSULTANT.
4. A Project Manager and Interior Designer from Facilities Management assigned to work with the CONSULTANT.
5. Any Design Standards, building Materials and Finishes Standards desired by the COUNTY; furniture design and selection.
6. Any information available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;
7. Any reports and/or mitigation regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary.
8. Apply for and pay Pima County Development Services building permit fees to include Wastewater fees and Arizona State Fire Marshal construction permit application and fees.
9. Consultation with Pima County officials as required.

C. SERVICE CRITERIA

1. The CONSULTANT shall be required, during the course of this Contract, to follow the normal work procedures and criteria listed below:
 - a. Meet with the COUNTY's Project Manager and others concerned with the project to refine the Scope of Work.
 - b. The CONSULTANT shall be responsible for the completeness and accuracy of all services rendered under this Contract.

MAP OF THE AREA



END EXHIBIT "A"

EXHIBIT "A-1" – SAHuarita LIBRARY PROGRAM SUMMARY (6 pages)



Sahuarita Library

Program Summary

April 2018



"Libraries: The medicine chest of the soul"
~Library at Thebes, inscription over the door~

INTRODUCTION

The Sahuarita Regional Library will be a 15,000 to 20,000 GSF Branch Library located at the Northwest corner of Sahuarita Road and Calle Imperial. The site is approx. 3 acres. The need for a Library in this area was identified in 2006 and as the population grows so does the need for a library to be placed in this underserved area.

The demographics in the area is heavily family oriented. The Town of Sahuarita has grown significantly in the last 15 years with the Rancho Sahuarita Development, the Town Center and the commercial district. Single family residential neighborhoods have grown including additional public schools to support the growth.

Libraries are in a continual state of evolution and change. The size of the collection, shelving needs to store it, the numbers of computers needed and the technology to support it are changing all the time. The very concept of a LIBRARY is being rewritten as are the concepts of how library services are delivered and what those services are. In the forefront of this evolution are terms such as Catalyst for Change, "Library as Studio", Collaboration, Innovation, Incubator, Anythink, Maker Space all of which are making their way into the library lexicon and into how libraries are thinking about themselves.

It is fully the intent of The Library to incorporate this re-envisioning into this new branch. Much of the program will contain the traditional and "required" spaces and the populations that are served by the building (Children, Teens and Adults) will not change but how the spaces manifests themselves will be primary duty of the Architect. Further it should be understood that The Library, in partnership with the Design Consultant; will seek community input to better understand their needs and expectations for this branch.

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ABOUT PIMA COUNTY PUBLIC LIBRARY

The Pima County Public Library is the library district in Pima County and was consolidated into one system in 2006 and brought together the various City and County systems into a single entity. The Mission and ideals of Pima County Public Library are stated below and can also be found on the Library's website at <http://www.library.pima.gov/about/mission/>



Our Vision

Our Vision is an educated, connected community of readers, learners, doers, and dreamers.

Our Mission

We transform lives by educating, inspiring, and connecting people.

Our Values

Education

- We learn and teach every day.

Excellence

- We exceed expectations.

Freedom

- We defend the right to read and to know. We are free and open to all.

Diversity

- We serve everyone. We find strength in celebrating our differences.

Innovation

- We dream big. Anything is possible.

Community

- We work with our community to improve lives.

Passion

- We love what we do.

This program and the buildings that ultimately come from it are in support of this mission, vision and values.

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PROGRAM SUMMARY

Architecture in the public setting is important to the community and should reflect its culture, values and ideals. The mid-20th century modern architect Walter Gropius said, "Society needs a good image of itself. That is the job of the architect." Architecture by its nature is a collaborative endeavor. At its core, good architecture is a solution to a set of problems and response to a set of needs. Good architecture will respond to its site, its orientations, view sheds, exposures and the climate of the desert southwest. At its best good architecture will respond positively to the needs of its users. The Library represents our highest ideals for the pursuit of knowledge and information essential to a democratic society.

The selected design consultant team will be provided with an initial programming and design criteria document which will outline the new Sahuarita Branch Library in both general and specific terms. The intention is to present the information and requirements the consultant will need to design a building that meets the needs of The Library and Pima County. Each and every library will be unique and will need to be fit onto a unique site and within a unique set of contextual elements. With this in mind the County and The Library have very specific needs and requirements suited to how The Library operates and the expectations the County has for fiscally responsible and maintainable buildings. It is the task of the design consultant to put the building in its time and place and give it an identity of its own. It is the intent of the program to provide the architect with as much design freedom as possible while providing a building that can be used and maintained over time and can be built to fit the budget.

The Sahuarita Library:

The building will contain at a minimum the 3 basic divisions of spaces and functions within any Pima County Library. These are:

- ❖ The Library itself which will include all the collections, program areas, and functional areas that comprise the Library.
- ❖ Staff Areas which include offices, areas needed to manage the collection and other staff support spaces.
- ❖ Public Multipurpose Room(s) which in some cases will be available to the public outside of normal library operating hours. This may not necessarily be the case for the Sahuarita Library and will be determined during the design process.

Spaces and programs within the Library will include:

- ❖ Children's areas and collections as well as a multipurpose room usable for story time read aloud programs.
- ❖ Teens areas specific to the interests of teenagers ages 11 to 16, teen centered collections, informal gathering space and study/consult rooms
- ❖ Adult areas and collections including informal gathering, reading and study spaces
- ❖ Activities and Learning Spaces to be determined by the project team. Programs and activities for this Library are informed by the *"Library as Studio"* Concept. The listing of possibilities will be determined and refined during design and prioritized based on availability of space and desired programs. Examples of these are:
 - Quiet Nooks
 - Performance Space
 - Café
 - Social Space
 - Consult / Meeting Space
 - Maker Space
 - Class Space
 - Gaming
 - Lab (Computer)

- Desk / Study
- Break areas (Quiet)

The Program:

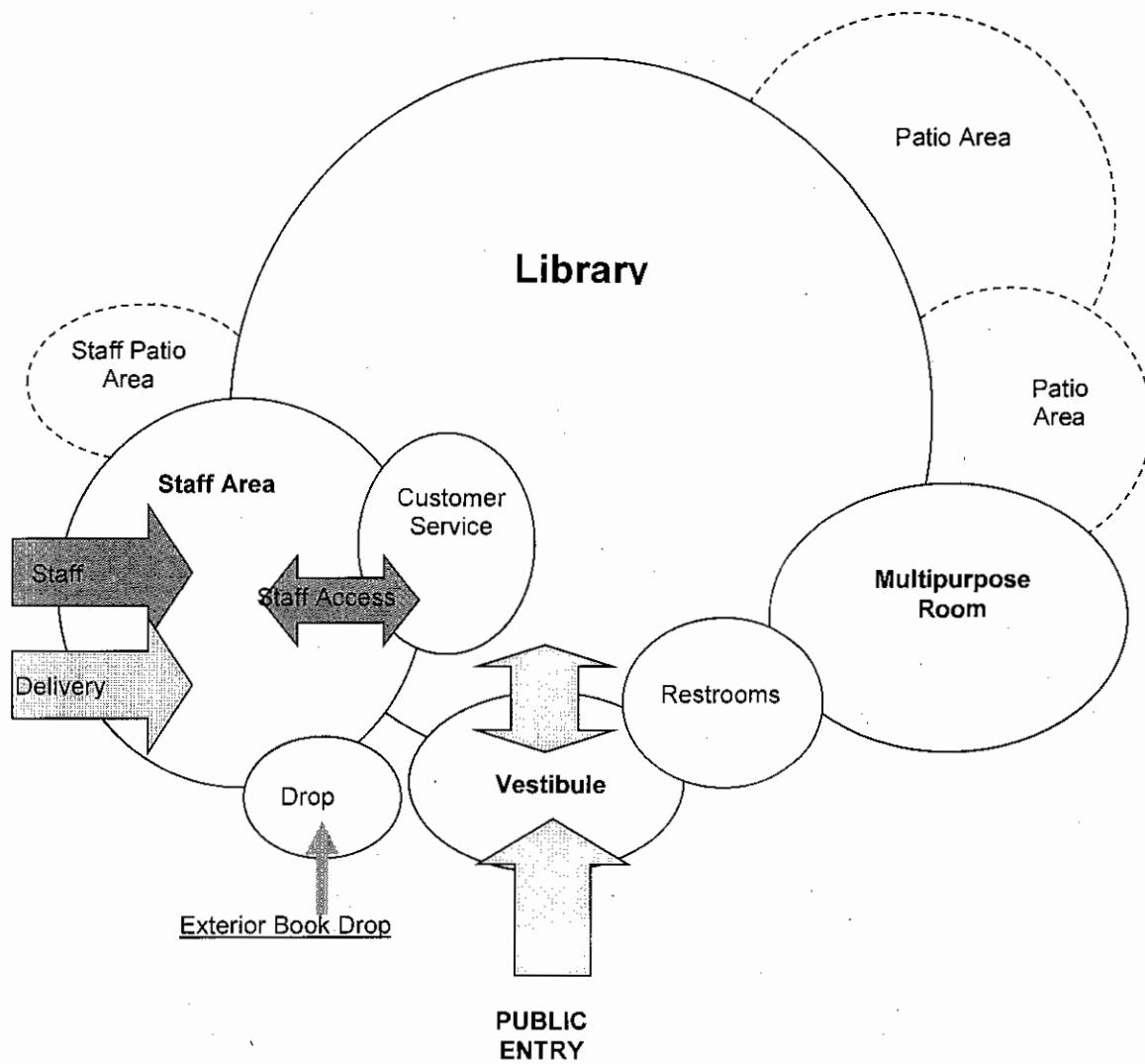
- ❖ Will list and describe all required/recommended spaces and recommended sizes of each element
- ❖ Will define building design criteria and standards for the building, site and interior design
- ❖ The spaces in the program are based on need and grounded in experience with what works. They reflect the needs of The Library and the programming and services they provide.
- ❖ The Program will also help guide the design team with respect to Fiscally Responsible Design, Design Criteria for General Building Requirements Materials; Finishes; FF&E Standards General System Requirements
- ❖ It is intended to be flexible. Variance of program elements can be made based on specific collections, locations and population demographics. Flexibility is key to responding to the evolving needs of the library and the services it provides.
- ❖ The organizational diagrams define the organizational structure of Pima County Public Libraries and reflect how The Library does business. The bubble diagram is the tool used to define spatial relationships and access requirements. Any developed floor plan should clearly reflect these organizational relationships, unless directed/approved by Pima County Facilities Management.
- ❖ By mandate of the Board of Supervisors (Resolution 2007-84) 100% of all new County-funded buildings designed after June 30, 2008 and 100% of all building additions greater than 5,000 square feet to implement LEED elements sufficient to obtain 50 or more LEED points. The target for LEED is Silver (LEED v4). Adherence to all other Pima County Sustainability Guidelines shall also be a part.

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ORGANIZATIONAL DIAGRAM

The following diagram represent the Overall Organizational Concept and shows the overall relationships of the major building elements

Although relative size is shown to indicate relationships and prioritization of space, there is no scale expressed or implied.



END EXHIBIT "A-1"

EXHIBIT "A-2" – CADMASTER LAYERS (1 page)

Cadmastar Layers

Name	Color	Linetype	Lineweight	Description
D	white	Continuous	ByLineWeightDefault	Default Layer (Attribute and block Creation)
A-ANNO-LEGN	yellow	Continuous	ByLineWeightDefault	North Arrow, Legends and Schedules text, Symbols, Graphic Scale, Etc.
A-AREA-ATTE	green	Continuous	ByLineWeightDefault	(Cadmastar) Room Tags
A-AREA-CALC	30	Continuous	ByLineWeightDefault	(Cadmastar) Area Calculations
A-AREA-IDEN	green	Continuous	ByLineWeightDefault	(Cadmastar) Room numbers
A-AREA-OCCP	green	Continuous	ByLineWeightDefault	(Cadmastar) Occupant or room names
A-BLDG-OTLN	green	Continuous	ByLineWeightDefault	(Cadmastar) Partial-height walls (Walls below ceiling plane)
A-CLNG-ACCS-PANL	green	Continuous	LineWeight020	(Cadmastar) Ceiling Access Panels
A-CLNG-EQPM	white	Continuous	ByLineWeightDefault	(Cadmastar) Ceiling-mounted or suspended equipment
A-CLNG-GRID	green	Continuous	LineWeight020	(Cadmastar) Acoustical ceiling grid system
A-CLNG-MISC	8	Continuous	LineWeight018	(Cadmastar) Miscellaneous Line Work
A-CLNG-PATT	8	Continuous	LineWeight018	(Cadmastar) Hard Ceiling Systems (ex: GWB)
A-CSWK	100	Continuous	ByLineWeightDefault	(Cadmastar) Built in Upper and Lower Cabinets
A-DOOR	magenta	Continuous	LineWeight020	(Cadmastar) Exterior and interior doors
A-FLOR-EVTR	11	Continuous	ByLineWeightDefault	(Cadmastar) Elevator cars and equipment
A-FLOR-HRAL	magenta	Continuous	ByLineWeightDefault	(Cadmastar) balcony handrails, guardrails
A-FLOR-LEVL	14	Continuous	ByLineWeightDefault	(Cadmastar) Level changes,pits,depressions
A-FLOR-OVHD	blue	DASHED2	ByLineWeightDefault	(Cadmastar) Overhead items (skylights,over-hangs,etc.)
A-FLOR-RAIS	14	Continuous	ByLineWeightDefault	(Cadmastar) Raised floors
A-FLOR-STRS	magenta	Continuous	LineWeight015	(Cadmastar) Stairs, escalators, ladders, and associated handrails
A-GLAZ-EXTR	151	Continuous	LineWeight020	(Cadmastar) Exterior window systems
A-GLAZ-INTR	151	Continuous	LineWeight020	(Cadmastar) Interior window systems
A-GLAZ-SILL	11	Continuous	LineWeight018	(Cadmastar) Window Sills
A-TOIL-ACCS	12	Continuous	ByLineWeightDefault	(Cadmastar) Toilet rm accessories (grab bars, paper dispensers, air dryers, etc.)
A-TOIL-PART	12	Continuous	ByLineWeightDefault	(Cadmastar) Toilet room partitions and privacy screens
A-WALL-EXTR	cyan	Continuous	LineWeight035	(Cadmastar) Exterior walls
A-WALL-FIRE	red	Continuous	LineWeight035	(Cadmastar) Fire wall assemblies
A-WALL-INTR	yellow	Continuous	LineWeight030	(Cadmastar) Interior walls
A-WALL-PRHT	11	Continuous	ByLineWeightDefault	(Cadmastar) Partial-height walls (Walls below ceiling plane)
Defpoints	9	Continuous	ByLineWeightDefault	Default no-plot Layer
E-ANNO-TEXT	cyan	Continuous	ByLineWeightDefault	(Cadmastar) Attribute text from elect objects
E-ELEC-PANL	11	Continuous	ByLineWeightDefault	(Cadmastar) Electrical Panels
E-LITE-CLNG	12	Continuous	LineWeight030	(Cadmastar) Ceiling Light Fixture
E-LITE-EXIT	13	Continuous	LineWeight025	(Cadmastar) Exit Signs
F-FIRE-ALRM	magenta	Continuous	LineWeight030	(Cadmastar) Fire alarm panels and appliances
F-FIRE-EXTI	magenta	Continuous	LineWeight020	(Cadmastar) fire extinguishers and Cabinets
F-FIRE-LEGN	10	Continuous	LineWeight030	(Cadmastar) Evac plan, Legend, notes, etc.
F-FIRE-SMOK	51	Continuous	LineWeight020	(Cadmastar) Smoke Detectors
F-FIRE-SPKL	50	Continuous	LineWeight030	(Cadmastar) Sprinkler heads
I-FURN-EQPM	11	Continuous	ByLineWeightDefault	(Cadmastar) Wall mounted Equip. (marker / tack bds, Screens, etc)
I-FURN-MISC	11	Continuous	ByLineWeightDefault	(Cadmastar) Window shades / blinds, coverings
I-FURN-WALL	red	Continuous	ByLineWeightDefault	(Cadmastar) Systems Furniture Walls
I-FURN-WKSF	red	Continuous	ByLineWeightDefault	(Cadmastar) Systems Furniture Work Surface
M-EQPM-OTLN	white	Continuous	LineWeight030	(Cadmastar) Equipment Outlines with text labels
M-HVAC-CDFF	magenta	Continuous	LineWeight040	(Cadmastar) Ceiling Mounted Supply and return Air Grilles
P-FIXT	11	Continuous	ByLineWeightDefault	(Cadmastar) Plumbing fixtures (water closets, urinals, sinks, drinking fountains, etc.)
S-COLS	red	Continuous	LineWeight040	(Cadmastar) Columns
S-GRID	red	CENTER2	LineWeight018	(Cadmastar) Column grid
Viewport	red	Continuous	ByLineWeightDefault	Viewports

End Exhibit "A-2"

EXHIBIT "B" - COMPENSATION SCHEDULE (76 pages)

1. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS

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

(DO NOT SUBMIT THIS SCHEDULE WITH THE SOQ)

(The remainder of this page is intentionally left blank)

2. COMPENSATION DETAILS

A. Cost Allocation and Ceilings

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

B. Cost Adjustments

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

C. Progress Payments

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

D. The Fixed Fee

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

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

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

b. Annual Salaried Professionals

- Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates
- Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates

c. Allowable Annual Increases

- Reasonable annual salary increases within published industry standards will be allowed and approved in advance
- Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.

- d. Sub consultants
Specific billing arrangements will be negotiated with specialty sub-consultants such as the following:
 - Attorneys
 - Financial Advisors
 - Surveyors
 - Subsurface Consultants
 - Specialty Consultants
- e. Vacation/Holidays
 - Included in firm's audited multiplier
- f. Sick Time
 - Included in firm's audited multiplier
- g. Billing for non-productive idle time
 - No billing for vehicle driving time (commuting time)
 - Allow billing during air travel to Pima County for actual time worked on Pima County projects
 - Short-term assignments are negotiable

2. Multipliers

- a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
- b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
- c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the consultant
- d. County will consider annual audited multipliers or fixed multipliers for the contract period

3. Travel Time

- a. Air Travel
 - Allow only for time spent on aircraft working on Pima County projects
- b. Land Travel
 - Not allowed from Phoenix Metro Area to Pima County (both ways)
 - Not allowed to and from airports
- c. Local Travel between meetings and job sites
 - Allowed

4. Expenses

- a. Mileage (Between Phoenix Metro Area and Pima County)
 - Approve at the established County mileage rate
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting not allowed
- b. Mileage – local
 - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.

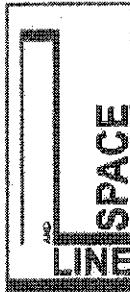
- Included in firm's audited multiplier or as other direct cost
- Mileage for commuting to and from work place not allowed
- c. Car Rental/Lease/Corporate Vehicles
 - Included in firm's audited multiplier or as other direct cost
- d. Hotel/Meals
 - Allow only for infrequent call-in of an out of state consultant for a limited period of time
 - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
 - Allowed charges to be identified as other direct costs
- e. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges
 - Include in firm's audited multiplier
- f. Relocation, second domicile or subsistence expenses
 - Negotiable on a case by case basis
- g. Reproduction Costs
 - Bill as other direct costs if not in audited multiplier
- h. All other direct costs will be detailed in the contract billing

5. Unallowable Costs

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

F. INVOICING

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



Line and Space, LLC
627 East Speedway
Tucson, Arizona 85705
520.623.1313
520.623.1303 fax
henryl@lineandspace.com

August 2, 2018

Scott Loomis, Procurement Officer
Pima County Procurement Department
Design and Construction Division
130 West Congress Street
Tucson, Arizona 85701

RE: Fee Proposal Sahuarita Branch Library
Revised Fee-3 dated August 2, 2018

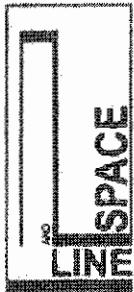
Dear Mr. Loomis:

Enclosed is our revised fee proposal for the Sahuarita Branch Project. Our fee is based on our understanding of the project and the Scope of Professional Services Required dated April 2018.

Please note the following regarding our Revised Fee-2:

- The fee is based on the scope of a 15,000-20,000sf facility with a construction budget of \$6,700,000.00
- Project delivery method is design, bid, build
- Fee assumes that wet and dry utilities and storm water conveyance exist at the project boundary, it also assumed that these utilities can serve the project via the use of a private service lines
- Environmental reports are not included
- Traffic Study is not included, a Category I Traffic Impact Analysis fee is provided if this is required
- Support utility easements, legal descriptions and processing is not included
- Drainage Study is not included, a Drainage Statement is included
- Offsite improvement plans (roadway, drainage, utilities, sewer, water and fire service) are not included
- Fire protection design is by Performance Specification
- All design project meetings are held in Tucson
- CA fee is based on a 10-month construction period
- No LEED submittal or certification is required
- Special signage and graphics are not included
- Pima County will provide printing for their own use, PDF submittals provided
- Geotechnical Engineering Services are not provided
- SWPPP is included in Contract Documents
- Mileage removed from Landscape fee
- \$50,000 Design Contingency has been added
- Consultant mark-ups have been deleted

The overhead rate for Line and Space is 1.65%, the same rate that have been approved and used in our contracts with the City of Tucson, US Department of the Interior Bureau of Land Management, US General Services Administration and Pima County.



Line and Space, LLC
627 East Speedway
Tucson, Arizona 85705
520.623.1313
520.623.1303 fax
henry@lineandspace.com

August 2, 2018

By reduction of \$70,653.91, the overall revised fee is now \$768,862.72; Basic Services Fee is reduced to 12.47%. Overall fee including Basic Services, Supplemental Services and Expenses (less survey and TIA) is now 13.41%. Profit is now listed at 6.5%.

The following pages outline our revised fee and effort for programming through construction administration.

Sincerely,

A handwritten signature in black ink, appearing to read "Henry Tom".

Henry Tom, FAIA, NCARB
Principal

Pima County Sahuarita Branch Library

Fee Summary per Discipline

Line and Space, LLC

Line and Space, LLC

7/10/2018 Revised 7/18/18, 7/30/18, 8/2/18

Henry Terni, FAIA, PrincipiaLine and Space, LLC Date

Proposed Project Schedule

Sahuarita Branch Library

Line and Space, LLC

July 10, 2018

Duration	Phase/Meetings/Location
1 Month	Programming
1.5 Months	Schematic Design
3.5 Months	Design Development
6 Months	Contract Documents
3 Months	Permit and Bidding (per PC)
10 Months	Construction (per PC)

Duration does not include time for Pima County review and approval

Pima County Sahuarita Branch Library

Hourly Rate Schedule 2018

Line and Space, LLC

7/10/2018 Revised 7/18/18

Personnel Classification

	2018 Hourly Rate
Architectural - Line and Space, LLC	
Principal III - Designer	\$161.16
Principal II - Senior Associate	\$155.79
Principal I - Project Manager	\$139.50
Project Architect III	\$134.33
Project Architect II	\$128.93
Project Architect I	\$123.31
Staff Architect III	\$114.50
Staff Architect II	\$105.69
Staff Architect I	\$101.49
Staff III	\$79.27
Staff II	\$70.47
Staff I	\$61.65
Specification Writer	\$123.31
Student Intern II	\$44.04

Civil Engineers - Presidio Engineering

Principal	\$145.00
Project Manager	\$125.00
Sr. Civil Designer	\$100.00
Civil Designer I	\$90.00
Sr. CADD Operator	\$85.00
Administrator II	\$87.00
Admin Asst.	\$80.00

Landscape Architect - McGann and Associates

Principal/Reg. Landscape Architect	\$135.00
Project Manager/Reg. Landscaps Architect	\$100.00
Landscape Designer	\$75.00
CAD Technician	\$58.00
Clerical	\$55.00

Structural - Turner Structural

Principal	\$140.00
Senior Structural Engineer	\$120.00
Senior CAD Tech	\$80.00
CAD Designer	\$65.00

Mechanical Engineering (HVAC, Plumbing and Fire Protection) - Kelly Wright & Associates

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

Personnel Classification	2018 Hourly Rate
Electrical Engineers - M3	
Electrical Project Manager	\$130.00
Electrical Designer IV	\$85.00
Electrical Designer II	\$65.00
Clerical	\$60.00
AV - MCH	
Principal Consultant	\$180.00
Supervisory Consultant	\$165.00
Senior Consultant	\$140.00
Consultant	\$115.00
Cost Estimating - Rider Levett Bucknall	
Senior Cost Manager	\$155.00
Cost Manager	\$130.00

Glossary

Conceptual Design

Supporting
Information

20

Pine County Sartell Branch Library

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Ricci's

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Supplier Name	Line	Order No.	Order Date	Order Type	Order Status	Order Total	Order Description	Order Details
Supplier A	1	PO-12345	2023-01-15	Standard	Placed	\$100.00	Product A	10 units at \$10.00
Supplier B	2	PO-12346	2023-01-16	Standard	Placed	\$100.00	Product B	10 units at \$10.00
Supplier C	3	PO-12347	2023-01-17	Standard	Placed	\$100.00	Product C	10 units at \$10.00
Supplier D	4	PO-12348	2023-01-18	Standard	Placed	\$100.00	Product D	10 units at \$10.00
Supplier E	5	PO-12349	2023-01-19	Standard	Placed	\$100.00	Product E	10 units at \$10.00
Supplier F	6	PO-12350	2023-01-20	Standard	Placed	\$100.00	Product F	10 units at \$10.00
Supplier G	7	PO-12351	2023-01-21	Standard	Placed	\$100.00	Product G	10 units at \$10.00
Supplier H	8	PO-12352	2023-01-22	Standard	Placed	\$100.00	Product H	10 units at \$10.00
Supplier I	9	PO-12353	2023-01-23	Standard	Placed	\$100.00	Product I	10 units at \$10.00
Supplier J	10	PO-12354	2023-01-24	Standard	Placed	\$100.00	Product J	10 units at \$10.00
Supplier K	11	PO-12355	2023-01-25	Standard	Placed	\$100.00	Product K	10 units at \$10.00
Supplier L	12	PO-12356	2023-01-26	Standard	Placed	\$100.00	Product L	10 units at \$10.00
Supplier M	13	PO-12357	2023-01-27	Standard	Placed	\$100.00	Product M	10 units at \$10.00
Supplier N	14	PO-12358	2023-01-28	Standard	Placed	\$100.00	Product N	10 units at \$10.00
Supplier O	15	PO-12359	2023-01-29	Standard	Placed	\$100.00	Product O	10 units at \$10.00
Supplier P	16	PO-12360	2023-01-30	Standard	Placed	\$100.00	Product P	10 units at \$10.00
Supplier Q	17	PO-12361	2023-01-31	Standard	Placed	\$100.00	Product Q	10 units at \$10.00
Supplier R	18	PO-12362	2023-02-01	Standard	Placed	\$100.00	Product R	10 units at \$10.00
Supplier S	19	PO-12363	2023-02-02	Standard	Placed	\$100.00	Product S	10 units at \$10.00
Supplier T	20	PO-12364	2023-02-03	Standard	Placed	\$100.00	Product T	10 units at \$10.00
Supplier U	21	PO-12365	2023-02-04	Standard	Placed	\$100.00	Product U	10 units at \$10.00
Supplier V	22	PO-12366	2023-02-05	Standard	Placed	\$100.00	Product V	10 units at \$10.00
Supplier W	23	PO-12367	2023-02-06	Standard	Placed	\$100.00	Product W	10 units at \$10.00
Supplier X	24	PO-12368	2023-02-07	Standard	Placed	\$100.00	Product X	10 units at \$10.00
Supplier Y	25	PO-12369	2023-02-08	Standard	Placed	\$100.00	Product Y	10 units at \$10.00
Supplier Z	26	PO-12370	2023-02-09	Standard	Placed	\$100.00	Product Z	10 units at \$10.00
Total Direct Labor						\$1,000.00		
Total Supplier Expenses						\$1,000.00		
Total						\$2,000.00		

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7. Requirements Document Production/Presentation

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Pima County Sahuarita Branch Library

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1, Inc. and Simeone, LLC
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CIVIL • LAND DEVELOPMENT • WATER RESOURCES

Revised July 26, 2018

Revised July 13, 2018

July 6, 2018

Mr. Henry Tom
Line and Space
627 E. Speedway Blvd.
Tucson, AZ 85705

**Subject: Revised Professional Services Agreement for Sahuarita Library
(A Portion of Tax Parcel No. 303-33-008A)**
Presidio Engineering Job No. 118017-01-0010

Dear Mr. Tom:

In accordance with your July 13, 2018 request, we have revised our fees from those originally shown in our July 13, 2018 Professional Services Agreement (Agreement) for providing professional civil site engineering assistance for the above referenced project.

We appreciate the opportunity to submit this Agreement to you and look forward to providing you and Line and Space with responsive service and a quality product. Please do not hesitate to contact me with any questions that you may have.

Please review this attached revised Agreement carefully noting those items that we will need to receive from you in order to ensure a successful project.

Further, our services are billed monthly. Payment is due 30 days net. Please see our Standard Conditions (Exhibit "A") attached to our Professional Services Agreement for additional details.

Accordingly, should you find the Agreement acceptable, please execute the attached copy provided including initialing those sheets as indicated and return it to our office for processing. Upon our acceptance, a copy of the fully executed Agreement will be returned to you for your files.

Sincerely,
PRESIDIO ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'John D. Wood, P.E., LEED-AP'.

John D. Wood, P.E., LEED-AP
PRESIDENT

Attachments

JDW/law

K:\PENGU\OBS\Jobs2018\118017\Agreements\Agreements1 - Prelim\Revised 2018.0726\CL\118017.Revised.2018.0726\

190 S. STRATFORD DR. SUITE #105
TUCSON, AZ 85716
TEL 520.795.7255
FAX 520.795.6747
WWW.PRESIDIOENGINEERING.COM



REVISED
PROFESSIONAL SERVICES AGREEMENT
FOR
SAHUARITA LIBRARY
(A Portion of Tax Parcel No. 303-33-008A)

July 26, 2018

Presidio Engineering Job No. 118017-01-0010

I. PROJECT UNDERSTANDING

In accordance with a request from Henry Tom at Line and Space (Client) Presidio Engineering, Inc. (Presidio) is pleased to submit this revised Professional Services Agreement (Agreement) for providing Professional Civil Site Engineering Assistance in support of the above referenced project located within the Town of Sahuarita, Pima County, Arizona.

Presidio's understanding of this project is as follows:

- A. The Client is contracting with Pima County (County) on a design, bid, build basis to provide AE services for the Sahuarita Library project.
- B. The project is to consist of the construction of a single new 20,000 SF on a 2.87 acre site building along with associated parking, drainage and landscaping on W. Salome Loop as depicted within the attached June 27, 2018 email from Henry Tom attached as Exhibit "D".
- C. Although the proposed project is being developed by the County, the site is physically located within the limits of the Town of Sahuarita (Town); the Client has indicated that the project is to be processed in accordance with Town's standards and the State Fire Marshal's office.
- D. Additionally, based upon direction from the Client it is our understanding that the County will be obtaining a zoning exemption for this project and therefore the preparation of a Development Plan (DP) will not be required. However, the preparation of Civil Site Improvement Plans, i.e., grading, paving, etc. will be needed.

Therefore, Presidio will prepare a schematic grading, drainage and paving plan as a part of the Schematic Design Phase, a 30% grading, drainage and paving plan as a part of the Design Development Phase and 50%, 90% and 100% grading, drainage and paving plan as part of the Construction Documents Phase.

It should be noted that the preparation and processing of a Stormwater Pollution Prevention Plan (SWPPP) along with Erosion and Sediment Control Plan will also be included within the Construction Documents Phase scope of work and fees of this Agreement.

INITIAL _____

1 of 12

190 S. STRATFORD DR. SUITE #105

TUCSON, AZ 85716

TEL 520.795.7255

FAX 520.795.6747

WWW.PRESIDIOENGINEERING.COM

E. It has not yet been determined if a Traffic Study will be required by the Town and/or County. However, it is recommended by Presidio that a Study be completed. To that end, the option for the preparation of a single phase Category I Traffic Impact Analysis (TIA), in accordance with the Town's guidelines, has been included within this Agreement.

Access for the project is to be only off of Salome Loop, a private gated roadway.

Further, until the TIA has been completed and reviewed, the need for and limits of improvements to the adjacent West Salome Loop is unknown. However, for the purposes of defining our scope of work and fees for this Agreement, it is assumed that no off-site transportation improvements will be required to be designed and processed to support the project including improvements to Salome Loop.

F. Again, for the purposes of preparing the scope of work and fees for this Agreement, it is assumed that all necessary supporting utilities both wet and dry along with storm water conveyance facilities exist at the boundary of the project and therefore this Agreement does not include the preparation and processing of any off-site improvement plans.

Additionally, it is assumed that the project can be served via the use of private service lines that will be shown on our project documents for reference only and that separate improvement plans will not be prepared by Presidio.

G. Presidio understands that the Client will be making all submittals for the project including the processing of all of Presidio's work products.

H. Presidio also understands that the Client will, at their own expense, have at a minimum the following plans, studies, calculations and designs prepared in order to support Presidio's work product as described in the Scope of Work within this Agreement:

1. Supporting Phase I and II environmental reports.
2. Geotechnical analysis and recommendations.
3. Title services (as needed).
4. Supporting approved landscape documents including Landscape and Irrigation Plans.
5. Supporting Architectural along with MP&E Plans and calculations.
6. Supporting structural design.
7. Supporting site lighting including parking lot lighting.
8. SWPPP inspections.

Presidio's understanding of this project is further detailed within the July 3, 2018 email from Henry Tom which is attached to this Agreement as Exhibit "E".

Finally, in accordance with the project requirements as stated above, Presidio proposes to provide the following professional services:

II. SCOPE OF WORK

- I. Pre-Design (PD) Phase.** The following services will be provided under this task.
 - A. Coordination Meetings.** Presidio will attend the following coordination meetings:
 1. Attend one coordination meeting with County and Town staff to discuss project requirements.
 2. Attend one Client /Team meeting.
 - B. Site Visit.** Presidio will make a site visit to visually assess above ground existing site conditions.
 - C. As-Built Document Review.** Presidio will review as-built civil site documentation as made available by:
 - Client, including previously approved building and site plan.
 - Public agencies.
 - D. Site Survey.** Presidio will have its surveying sub-consultant conduct a current site survey in accordance with the scope of work as detailed within our July 2, 2018 request for survey proposal attached to this Agreement as Exhibit "F".

Client Provided Items:

- As-built site and building plans in .pdf format.

Deliverables:

- A .pdf of Presidio's pre-design summary comments/recommendations.
- Current site land survey in AutoCAD Civil 3D 2018 compatible format which includes boundary, topography and culture.

- 2. Schematic Design (SD) Phase.** The following services will be provided under this task.
 - A. Schematic On-Site Civil Plans.** Based upon completion of the existing conditions site land survey along with project development requirements, as provided by the Client, Presidio will prepare a schematic set of on-site civil grading, drainage and paving plans and provide them to the Client for review.
 - B. Preliminary Drainage Recommendations.** Presidio will provide schematic site drainage recommendations.
 - C. Preliminary Sewer and Water Service Recommendations.** Based upon project data provided by the Client, Presidio will discuss sewer conveyance/treatment capacity with the Town and domestic/fire flow service with Sahuarita Water. Presidio will provide our recommendations for service to the project upon receipt of comments from the above agencies.
 - D. Coordination Meetings.** Presidio will attend the following coordination meetings:
 1. Attend one in-house quality review session.
 2. Attend one document review meeting at the County.

Client Provided Items:

- Schematic gross building areas, floor area ratios, maximum building height, number of stories and building use data.
- Existing and proposed demand requirements.
- Schematic Foundation Plan in AutoCAD Civil 3D 2018 compatible format.

Deliverables:

- Schematic Site Plan in .pdf and AutoCAD Civil 3D (2018) format.
- Meeting and comment responses in .pdf format.
- Recommendations in .pdf format.

3. **Design Development (DD) Phase.** The following services will be provided under this task.

A. **On-Site Improvement Plans.** Based upon completion of the SD Phase, Presidio will prepare the 30% set of the private grading, drainage and paving plans for the civil site improvements.

B. **Off-Site Plans.** It is assumed, for the purposes of this Agreement, that the successful development of this project will not require the preparation of any Off-Site Improvement Plans and as such, this Agreement does not include in its fees or scope of work the preparation and processing of any Off-Site Improvement Plans.

C. **Drainage Statement.** Presidio will prepare a Drainage Statement for submittal by the Client to the Town for review.

D. **Coordination Meetings.** Presidio will attend the following coordination meetings:

1. Attend one in-house quality review session.
2. Attend one document review meeting at Pima County.

Client Provided Items:

- Dimensionally stable Foundation Plan (one hard copy and AutoCAD Civil 3D 2018).
- Wastewater fixture unit counts.
- Supporting landscape documents (Landscape and Irrigation Plans including irrigation meter locations and sizes in AutoCAD Civil 3D 2018 compatible file and .pdf format).
- Gross building area, floor area ratio, maximum building height and number of stories.
- ADA Accessible Route Plan.
- Geotechnical Report recommendations including on and off-site pavement design and percolation test results for retention/detention basin design.
- Any supporting structural design/plans.

- Hardscape Plan in AutoCAD Civil 3D 2018 compatible format.
- Pipe size along with horizontal and vertical points of connection for BCS.
- Clarifier (grease interceptor) sizing, design and agency processing along with horizontal and vertical points of connection for reference only.
- Review fees.
- Updated demand requirements.
- Domestic meter sizing, fire service line sizes and hydraulic modeling along with horizontal and vertical points of connection.
- Reduced pressure backflow preventer sizing and design.

Deliverables:

- All plans and reports in .pdf format along with plans in AutoCAD Civil 3D 2018 .dwg format.

4. Construction Documents (CD) 50%, 90% and 100% Phase. The following services will be provided under this task:

- A. On-Site Improvement Plans.** Based upon completion of the DD phase, Presidio will prepare the private grading, drainage and paving plans for the civil site improvements. The improvement plans will be provided at the 50%, 90% and 100% completion stages.
- B. Storm Water Pollution Prevention Plan (SWPPP).** Presidio will also assist the Client in preparing stormwater pollution prevention plans and narratives at 50%, 90% and 100% completion stages. Presidio's work will include the preparation of erosion and sediment control plans along with the SWPPP narratives to cover the earth modifying activities associated with the on-site civil site plans prepared within this Agreement and providing the Client with known project data for their use in filing the NOI with ADEQ.

This Agreement assumes that this site is not located within ½ mile of a currently designated impaired, unique or outstanding Arizona water body.

Further, this Agreement assumes that the Client will provide copies of any required local, state or federal biological and/or cultural permits and any other federal or state permits such as 404, as may be required.

It is important to note that the Client and/or their designated site operator is responsible for implementing the SWPPP program and installing, maintaining, inspecting, modifying and correcting BMPs along with interim and final site stabilization and NOT filing as these items are not included within the scope of work nor fees of this Agreement.

- C. Off-Site Plans.** It is assumed for the purposes of this Agreement that the successful development of this project will not require the preparation of any Off-Site Improvement Plans and as such this Agreement does not include in its fees or scope of work the preparation and processing of any Off-Site Improvement Plans.

D. Dry Utility Coordination Sheets. Presidio will also provide grading, paving and drainage information to the Client's electrical, mechanical and plumbing consultants as well as the dry utility providers as they design their facilities to service this project. The Client will need to have a Surveyor provide the necessary supporting utility easement legal descriptions. The cost of legal description preparation and processing is not included in the fees associated with this Agreement.

E. Specifications. For the purposes of this Agreement, it is assumed that Presidio's plans will contain enough detail such that the preparation of a separate set of "book" specifications is not included in either the Scope of Work or fees of this Agreement.

F. Coordination Meetings. Presidio will attend the following coordination meetings:

1. Attend one in-house quality review session for each completion stage submittal.
2. Attend one document review meeting at Pima County.

Client Provided Items:

- Updates, addendums to any information provided to Presidio in the DD design phase.
- Electrical/Gas/Voice/Data site design including site lighting.
- The Client will need to execute the SWPPP Narrative Certification page as well as process the NOI with ADEQ and obtain the Construction Authorization.
- Preferred locations for stabilized construction entrance, equipment, and construction and material storage along with the vehicle wash down/maintenance areas, spill prevention kit and port-a-potties, etc.
- Preferred method of final stabilization.
- SWPPP inspections.
- Copies of any local, state or federal biological/cultural/404 permits (if required).

Deliverables:

- All plans and reports in .pdf format along with plans in AutoCAD Civil 3D 2018 .dwg format.

5. Bidding Phase. Presidio will assist the Design/Builder in evaluating one round of requests for information from bidders/contractors, interpreting bids and developing and evaluating alternative design solutions within the limits of the fee contained within this Agreement. Our services for this task will be provided on a time and materials basis.

Client Provided Items:

- RFIs in .pdf file format.

Deliverables:

- Written recommendations in .pdf file format.

6. Construction Administration (CA). Presidio will provide site surveillance at appropriate intervals to observe the general conformance of the grading and paving work to the plans and specifications.

Presidio's surveillance will be ongoing during construction and will include punchlist preparation and final walk-through. In order for Presidio to provide a substantial completion letter for the civil site improvements prepared under this Agreement, the Client will need to supply, at their own cost, Presidio with the following listed items:

- Client/Contractor's construction staking Surveyor's as-builts (as-built information to be provided in redline format to existing plans as well as AutoCAD line work, line and grade of curbs, ramps and sidewalk, stormwater basins and systems). Additionally, one hard copy of RLS sealed and signed "As-Built" Sewer Plans per the Town or PDEQ's requirements.
- Certification letters from the Surveyor (same as above), Geotechnical Engineer, Landscape Architect and Contractor that project was built in substantial conformance with the approved plans and specifications along with any as-built/approved modifications.

Upon Presidio's acceptance of said information, a letter of substantial completion will be prepared for processing with the Town and/or the County.

Further, Presidio will require that the Client have the contractor provide a construction schedule ten working days prior to the start of construction and that the contractor attend all meetings called by Presidio.

In addition, the Client will need to ensure in their construction contract with the general contractor that Presidio and its sub-consultants, will be indemnified and will be made additional insured under the Client's general contractor's general liability insurance policy.

It should also be noted that this Agreement does not cover conducting detailed inspections or providing exhaustive or continuous project review and observation services. Presidio's services do not include inspection services. In addition, Presidio does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, sub-contractor, supplier or any other entity furnishing materials or performing any work on the project. If the Client desires more extensive project observation or full-time project representation, such services may be provided by Presidio as additional services under a separate agreement to be agreed upon by the Client and Presidio.

Additionally, the preparation and processing of sewer as-builts is the responsibility of the Client's project Surveyor and is not included within the Scope of Work or fees of this Agreement.

INITIAL _____

7 of 12

Further, it should be noted that Presidio is not responsible for the construction methods employed on-site nor is Presidio responsible for the safety of any workers associated with the project.

By the execution of this Agreement, the Client acknowledges that they will contract with a qualified geotechnical firm to conduct the appropriate construction tests as required by the reviewing agencies and that copies of these test results be supplied to Presidio on a weekly basis.

By the execution of this Agreement, the Client acknowledges that they will contract with an Arizona Registered Land Surveyor to provide construction staking/as-built information and that the Client's contract with the Surveyor stipulate that the Surveyor provide any as-built data required by the jurisdiction having authority and by Presidio and that the Surveyor will respond to a request for surveying services no later than 48 working hours from the time the request has been made.

Since a construction schedule has not been made available by the Client, this Agreement assumes that our construction observation services will consist of the following site visits:

Site Visits	Location/Duration
One pre-construction meeting	On-Site/1 hour meeting plus 1 hour travel time
Twenty site observation visits during construction of the project	On-Site/1 hour meeting plus 1 hour travel time
One walk through with owner/contractor and prepare punchlist	On-Site/1 hour meeting plus 1 hour travel time
One walk through visit to verify Presidio's punchlist items have been addressed	On-Site/1 hour meeting plus 1 hour travel time

However, should the construction period and/or number of visits estimated above be accelerated or extended, due to unforeseen circumstances, or should extensive as-built work be required, our estimated fees as detailed within this Agreement will vary accordingly.

Construction observation during construction is a continuation of our design services and not a separate and unique function. Field observation during construction allows for evaluation of the design conditions and confirmation or revision of the assumptions and extrapolations made in formulating the design parameters and recommendations. If an engineering firm other than Presidio is contracted to provide observation during construction, they should notify the owner, project designers, the appropriate regulatory agencies and this office that they have assumed responsibility for all phases (design and construction) of the project within the purview of the Engineer of Record. Notification should indicate that have reviewed the improvement plans and any subsequent addenda and either agree with the conclusions and recommendations or will provide new recommendations.

Client Provided Items:

- Construction schedule.
- Conduct on-site pre-construction meeting.
- Surveyor's as-builts (vertical & horizontal as-built information to be provided in redline format to the existing plans as well as in AutoCAD Civil 3D 2018 format line work, line and grade of curbs, ramps, sidewalks, channel banks/inverts and pads/FFEs).
- Certification letters from the Surveyor, Geotechnical Engineer, Landscape Architect, Structural Engineer and Contractor that the project was built in substantial conformance per the approved plans and specifications along with any as-builts/approved modification.
- One hard copy of RLS sealed and signed "as-built" sewer plans per the Town/PDEQ's requirements (if needed).
- SWPPP Inspections.

Deliverables:

- Substantial completion letter (upon successful completion of project and receipt of required closeout documents).

7. Optional Services.

A. **Traffic Impact Analysis (TIA).** Presidio will have its traffic consultant, M Esparza Engineering, LLC prepare a Category I Traffic Impact Analysis per the Town's requirements as follows:

- SD Phase – A draft TIA will be prepared that includes preliminary recommendations and conclusions. This draft is for internal Client review only.
- DD Phase – In conjunction with the completion of the DP, the draft TIA will be refined and a final TIA will be provided to the Client for submittal to the Town for review.

Included within the preparation of the TIA is attendance of one SD and DD team meeting by Presidio's sub-consultant along with addressing one round of review comments during the SD and DD phases.

Finally, if required by the Town, traffic counts can be obtained at a cost of \$1,500.00 which is shown with this task's direct costs.

Client Provided Items:

- Same as for SD/DD phase tasks 2 and 3 within this Agreement.

Deliverables:

- A .pdf of both the draft and final TIA.

III. EXCLUDED SERVICES

As previously mentioned, this Agreement covers only those services detailed within the "Scope of Work" section contained within this Agreement. All other services are considered to be excluded.

Additionally, in order to assist the Client with the understanding of the Excluded Services, the following summary has been prepared. The following summary contains the typical items not included within this Agreement that have not been previously excluded within the Scope of Work for this project. However, this list may vary based upon circumstances out of Presidio's control.

- Preparation and processing of any off-site improvement plans including roadway, drainage public/private sewer and water facilities/fire service plans.
- Preparation of Opinions of Probable Construction Costs.
- Preparation and processing of any underground stormwater storage.
- Preparation and processing of any NPPP, Landscape/Irrigation.
- Preparation and processing of any dry utility design/improvement plans or any existing utility relocation plans.

IV. FEES

Accordingly, Presidio's fees for the above services are as follows:

<u>SCOPE OF WORK ITEMS</u>	<u>FEES</u>
1. Pre-Design Services	
➤ Civil (0100), <i>fixed fee</i>	\$3,333.00
➤ Survey (1000), <i>fixed fee</i>	\$9,000.00
2. Schematic Design Phase Services, Civil (0102) <i>fixed fee</i>	\$5,890.00
3. Design Development Phase Services, Civil (0104) <i>fixed fee</i>	\$13,856.00
4. Construction Document Phase Services, Civil (0500) <i>fixed fee</i>	\$21,853.00
5. Bidding Services, Civil (0501) <i>fixed fee</i>	\$2,168.00
6. Construction Admin Services, Civil (1300) <i>time & materials basis</i> (*Initial Budget) \$7,461.00	
7. Optional Services	
A. TIA	
➤ SD (0300SD) <i>fixed fee</i>	\$7,102.00
➤ DD (0300DD) <i>fixed fee</i>	\$1,590.00
➤ Direct Cost (0300 Direct) <i>fixed fee</i>	\$1,500.00

**Not to exceed without written permission*

Accordingly, our fees will be billed on an hourly basis in accordance with our attached standard hourly rates (see attached Exhibit "B").

Further, The Standard Conditions set forth in Exhibit "A" on the attached pages are incorporated herein and made a part of the Agreement. These Standard Conditions contain a limitation of liability clause as identified as Article No. 7 within Exhibit "A". This limitation of liability clause is negotiable should the Client choose to do so. Further, execution of this Agreement indicates that the Client has read, understands and accepts all of the Terms and Conditions associated with this Agreement including but not limited to Exhibit "A".

The above fees are based upon our current understanding of the scope to complete this project. These fees do not include any review fees, reproduction costs, long distance phone charges, etc., as detailed under Item 10 of Exhibit "A". The above services will be billed monthly based upon the percentage of work completed. Any changes in the scope of work will be considered additional services to be agreed upon by the Client and Presidio.

Additionally, Presidio reserves the right to change the terms of this Agreement at the beginning of each calendar year to accommodate changes in hourly rates, delivery schedule, etc.

If the above-described arrangements are satisfactory, please so indicate in the space provided below, initial each page and return to our office. Upon acceptance, a copy of the fully executed Agreement will be returned to the Client for the Client's files. This Agreement is to be signed, each page initialed as indicated and returned to Presidio within 15 calendar days or Presidio may, at its sole discretion, declare this offer null and void.

{SIGNATURES FOLLOW ON NEXT PAGE}

CLIENT:

LINE AND SPACE (referred to as Client)

NAME: HENRY TOM TITLE: _____
ADDRESS: 627 E. SPEEDWAY BLVD. TEL: (520) 615-1313
CITY: TUCSON ST AZ ZIP 85705 FAX: (520) 615-1303

AUTHORIZED BY: _____ DATE: _____
(Signature)

PRESIDIO ENGINEERING, INC. (referred to as Presidio)

NAME: JOHN D. WOOD, P.E., LEED-AP TITLE: PRESIDENT
ADDRESS: 190 S. STRATFORD DR., SUITE #105 TEL: 520-795-7255
CITY: TUCSON ST AZ ZIP 85716 FAX: 520-795-6747

ACCEPTED BY: _____ DATE: _____
(Signature)

INITIAL _____

12 of 12



Presidio

Engineering Services

190 S. Stratford Dr., Suite #105, Tucson, AZ 85716
(520) 795-7255 voice (520) 795-6747 fax

Sshuarita Library - Civil Fee Estimates

Revised July 26, 2018

Revised July 13, 2018

July 6, 2018

Presidio Engineering Job No. 118017-01-0010

Task	Labor Category	Hours	Rate	Total
1. Pre-Design Services, Civil (0100)				
Principal	4	\$145.00		\$580.00
Project Manager	9	\$125.00		\$1,125.00
Sr. Civil Designer	6	\$100.00		\$600.00
Civil Designer I	2	\$90.00		\$180.00
Sr. CADD Operator	0	\$85.00		\$0.00
Administrator II	4	\$97.00		\$388.00
Admin Asst.	6	\$60.00		\$360.00
Sub-Total				\$3,233.00
Direct Cost				\$100.00
Total Pre-Design Services (Civil)				\$3,333.00
Pre-Design Services, Survey (1000)				
Surveyor	56	\$125.00		\$7,000.00
Sub-Total				\$7,000.00
Direct Cost*				\$2,000.00
Total Pre-Design Services (Civil)				\$9,000.00
Task	Labor Category	Hours	Rate	Total
2. Schematic Design Phase Services, Civil (0102)				
Principal	3	\$145.00		\$435.00
Project Manager	7	\$125.00		\$875.00
Sr. Civil Designer	19	\$100.00		\$1,900.00
Civil Designer I	10	\$90.00		\$900.00
Sr. CADD Operator	13	\$85.00		\$1,105.00
Administrator II	5	\$97.00		\$485.00
Admin Asst.	1.5	\$60.00		\$90.00
Sub-Total				\$5,790.00
Direct Cost				\$100.00
Total Schematic Design Phase Services (Civil)				\$5,890.00

*\$2,000.00 is the cost for the aerial

Task	Labor Category	Hours	Rate	Total
3. Design Development Phase Services, Civil (0104)				
Principal	2	\$145.00		\$290.00
Project Manager	8	\$125.00		\$1,000.00
Sr. Civil Designer	65	\$100.00		\$6,500.00
Civil Designer I	9	\$90.00		\$810.00
Sr. CADD Operator	48	\$85.00		\$4,080.00
Administrator II	8	\$97.00		\$776.00
Admin Asst.	5	\$60.00		\$300.00
Sub-Total				\$13,756.00
Direct Cost				\$100.00
Total Design Development Phase Services (Civil)				\$13,856.00
Task	Labor Category	Hours	Rate	Total
4. Construction Document Phase Services, Civil (0500)				
Principal	6	\$145.00		\$870.00
Project Manager	18	\$125.00		\$2,250.00
Sr. Civil Designer	86	\$100.00		\$8,600.00
Civil Designer I	8	\$90.00		\$720.00
Sr. CADD Operator	84	\$85.00		\$7,140.00
Administrator II	14	\$97.00		\$1,358.00
Admin Asst.	13	\$60.00		\$780.00
Sub-Total				\$21,718.00
Direct Cost				\$135.00
Total Construction Document Phase Services (Civil)				\$21,853.00
Task	Labor Category	Hours	Rate	Total
5. Bidding Phase Services, Civil (0501)				
Principal	2	\$145.00		\$290.00
Project Manager	4	\$125.00		\$500.00
Sr. Civil Designer	4	\$100.00		\$400.00
Sr. CADD Operator	4	\$85.00		\$340.00
Administrator II	4	\$97.00		\$388.00
Admin Asst.	2.5	\$60.00		\$150.00
Sub-Total				\$2,068.00
Direct Cost				\$100.00
Total Bidding Phase Services (Civil)				\$2,168.00

Task	Labor Category	Hours	Rate	Total
6. Construction Admin Services, Civil (1300)				
	Principal	2	\$145.00	\$290.00
	Project Manager	6	\$125.00	\$750.00
	Sr. Civil Designer	46	\$100.00	\$4,600.00
	Sr. CADD Operator	6	\$85.00	\$510.00
	Administrator II	3	\$97.00	\$291.00
	Admin Asst.	7	\$60.00	\$420.00
	Sub-Total			\$6,861.00
	Direct Cost			\$600.00
	Total Construction Admin Services (Civil)			\$7,461.00
TOTAL COMBINED FEES				\$60,426.00
TOTAL COMBINED DIRECT COSTS				\$3,135.00
GRAND TOTAL FEES AND DIRECT COSTS				\$63,561.00



Presidio

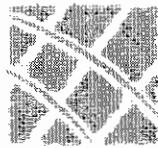
190 S. Stratford Dr., Suite #105, Tucson, AZ 85716
(520) 795-7255 voice (520) 795-6747 fax

Sahuarita Library - Civil Fee Estimates- Optional Task July 6, 2018

Presidio Engineering Job No. 118017-01-0010

Task	Labor Category	Hours	Rate	Total
1. SD TIA (0300SD)	Principal	0	\$145.00	\$0.00
	Project Manager	0	\$125.00	\$0.00
	Sr. Civil Designer	0	\$100.00	\$0.00
	Civil Designer I	0	\$90.00	\$0.00
	Sr. CADD Operator	0	\$85.00	\$0.00
	Administrator II	0	\$97.00	\$0.00
	Admin Asst.	0	\$60.00	\$0.00
	Traffic (Sub)	33.5	\$212.00	\$7,102.00
	Sub-Total			\$7,102.00
	Direct Cost*			\$1,500.00
			Total SD TIA	\$8,602.00
Task	Labor Category	Hours	Rate	Total
2. DD TIA (0300DD)	Principal	0	\$145.00	\$0.00
	Project Manager	0	\$125.00	\$0.00
	Sr. Civil Designer	0	\$100.00	\$0.00
	Civil Designer I	0	\$90.00	\$0.00
	Sr. CADD Operator	0	\$85.00	\$0.00
	Administrator II	0	\$97.00	\$0.00
	Admin Asst.	0	\$60.00	\$0.00
	Traffic (Sub)	7.5	\$212.00	\$1,590.00
	Sub-Total			\$1,590.00
	Direct Cost			\$0.00
			Total Schematic Design Phase Services (Civil)	\$1,590.00
TOTAL COMBINED FEES				\$8,692.00
TOTAL COMBINED DIRECT COSTS				\$1,500.00
GRAND TOTAL FEES AND DIRECT COSTS				\$10,192.00

*\$1,500 for traffic count data



McGann & Associates

Landscape Architects and Planners

1214 Main Street, Suite 300, Tucson, AZ 85701-3430 (520) 721-8541 Fax: (520) 721-8548 www.mcgannassociates.com

August 2, 2018

Henry Tom, FAIA
Line and Space Architects
627 East Speedway Boulevard
Tucson, Arizona 85705

Ref: **Agreement between Landscape Architect and Client**
Sahuarita Branch Library, Sahuarita (Pima County), Arizona

Dear Henry,

McGann & Associates (the Landscape Architect) is pleased to submit this proposal for professional landscape architectural services related to the Sahuarita Branch Library project (the Project). The services to be provided to Line and Space Architects (the Client) and the conditions of this proposal are as outlined herein. When signed and executed by both parties, this document shall serve as an Agreement between Landscape Architect and Client.

PROJECT DESCRIPTION

The landscape architectural component of this project involves the preparation of construction documents for landscape, irrigation, and related site improvements for a new library to be constructed on a (+/-) 3.0 acre site located at the intersection of Sahuarita Road and Calle Imperial in Sahuarita, Arizona. The project work is being performed for the Pima County Facilities Management Department (the Owner).

SERVICES TO BE PROVIDED BY MCGANN & ASSOCIATES INC.

Task One: Schematic Design Submittal

McGann & Associates will visit the project site, meet with Line and Space, and prepare Schematic Design documents for the proposed landscape and irrigation improvements. The submittal will consist of preliminary plans for the landscape and irrigation improvements. One (1) set of .pdf files of the Schematic Design Documents will be provided to the Client.

Task Two: Design Development Submittal

McGann & Associates will integrate comments received from the Client and Owner related to the Schematic Design documents and will prepare Design Development documents for the proposed landscape and irrigation improvements. The submittal will consist of updated plans, details, and draft specifications. One (1) set of .pdf files of the Design Development documents will be provided to the Client.

Tasks Three and Four: Preliminary (50%) and Pre-Final (90%) Construction Document Submittals
McGann & Associates will integrate comments received from the Client and Owner related to the Design Development documents and will prepare preliminary (50%) and pre-final (90%) Construction Documents for the proposed landscape and irrigation improvements. The submittals will consist of plans, details, and specifications for the landscape and irrigation improvements. One (1) set of .pdf files of the Preliminary and Pre-Final Construction Documents will be provided to the Client.

Task Five: Final (100%) Sealed Construction Document Submittal

McGann & Associates will integrate comments received from the Client and Owner related to the Preliminary and Pre-Final Construction Document submittals and will prepare Final Sealed Construction Documents for the proposed landscape and irrigation improvements. The submittal will consist of sealed plans, details, and specifications for the landscape and irrigation improvements. One (1) set of .pdf files of the sealed Construction Documents will be provided to the Client.

Henry Tom,
August 2, 2018
Page 2

Task Six: Services During Bidding

McGann and Associates will provide services during project bidding. Services will consist of:

- The provision of responses to Bidder questions related to documents prepared by the Landscape Architect.
- Preparation of written addenda related to documents prepared by the Landscape Architect as may be required.
- One (1) sealed original of each addendum prepared by the firm will be provided to the Client.

Task Seven: Services During Construction

McGann & Associates will provide services during project construction. Services will consist of:

- Review of the Construction Contractor's specified landscape and irrigation submittals.
- Preparation of written responses to Construction Contractor Requests for Information (RFI's).
- Up to six (6) visits to the project site, including visits at Substantial and Final Completion.
- Preparation of a brief summary of findings report in conjunction with each site visit.

One (1) original of each site visit report will be provided to the Client.

INFORMATION AND SERVICES TO BE PROVIDED BY LINE AND SPACE ARCHITECTS

The Client shall provide the following information and services or shall be responsible for the acquisition of specified information and services from the Owner and/or other project consultants. All drawings shall be provided in digital (.dwg) file format.

- Drawing showing property lines, easements, and other boundaries impacting landscape development.
- Drawing showing existing site topography.
- Drawing showing the location of existing buildings, structures, utilities, and other site improvements.
- Drawing showing proposed new buildings, structures, utilities, and other site improvements.
- Drawing showing proposed site grading, paving, drainage structures and related site development.
- Coordination with the Project Owner.
- Coordination with other parties / agencies / neighborhood associations / etc., if applicable.
- Coordination of submittals to reviewing agencies including payment of applicable fees.
- Acquisition of permits as may be required for construction of the proposed improvements.
- Payment of all applicable permit fees.
- Landscape and irrigation construction budget information, as applicable.

PROJECT SCHEDULE

All work outlined above will be completed in accordance with a schedule to be prepared jointly by the Landscape Architect and the Client.

FEES AND PAYMENT

McGann & Associates' fees for services identified above shall be as follows:

Task 1: Schematic Design.....	\$ 3,350.00
Task 2: Design Development	\$ 4,000.00

Henry Tom
August 2, 2018
Page 3

Task 3: 50% Construction Documents	\$ 7,500.00
Task 4: 90% Construction Documents	\$ 6,400.00
Task 5: 100% Sealed Construction Documents	\$ 3,100.00
Task 6: Services during Bidding	\$ 600.00
Task 7: Services during Construction	\$ 5,050.00
Total:	\$ 30,000.00

Invoices will be submitted monthly with invoiced amounts based on percentage of project completion. Payment shall be due within 30 days of receipt of invoice.

EXCLUSIONS

Specifically excluded from the Landscape Architect's scope of work are:

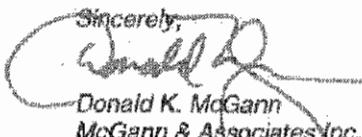
- *Professional design services required by statute or regulation to be performed by other professionals such as electrical engineer, structural engineer, or geotechnical engineer.*
- *Special studies, investigations, reports, or documents not specifically identified herein.*

ADDITIONAL SERVICES

McGann & Associates Inc. will provide project related services other than those identified above if requested in writing by the Client. Such services shall be considered Additional Services. McGann & Associates' fees for Additional Services shall be based on an amendment to this Agreement or on the firm's standard hourly rates ranging from \$50.00 to \$135.00 per hour. Expenses incurred in conjunction with the provision of Additional Services shall be reimbursed at cost.

ACCEPTANCE

Henry, Please acknowledge your acceptance of this proposal, including Attachment A, by signing the attached copy and returning it to my attention at the address on the above letterhead. We look forward to working with you on this project.

Sincerely,

Donald K. McGann
McGann & Associates Inc.

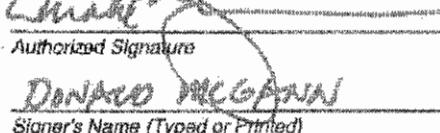
Line and Space Architects

McGann & Associates Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

Signer's Name (Typed or Printed)



Signer's Name (Typed or Printed)

Title: _____

Title: _____

Date: _____

Date: _____


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 (McGann & 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 supersedes 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 of 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. McGann & 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. Irrespective 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 purpose, the construction contractor intends to use the Owner's payment.

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

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:	Sahuarita Branch Library						
Date:	Rev - 08/02/16						
Client:	Line and Space Architects						
Reviewed by:	DKM						
		Labor:	Materials & Supplies	Repro.	Misc.	Sub-Con	Auto Use:
Task One:							Task Total
Existing Conditions Survey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Two:							
Program Verification	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Three:							
Schematic Design	\$3,330.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$3,350.00
Task Four:							
Design Development	\$3,986.00	\$0.00	\$14.00	\$0.00	\$0.00	\$0.00	\$4,000.00
Task Five:							
Construction Doc. - 50%	\$7,446.00	\$0.00	\$54.00	\$0.00	\$0.00	\$0.00	\$7,500.00
Task Six:							
Construction Doc. - 90%	\$6,348.00	\$0.00	\$52.00	\$0.00	\$0.00	\$0.00	\$6,400.00
Task Seven:							
Construction Doc. - 100%	\$3,040.00	\$0.00	\$60.00	\$0.00	\$0.00	\$0.00	\$3,100.00
Task Eight:							
Bid Ph. Services	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
Task Nine:							
Construction Phase Serv.	\$5,034.00	\$0.00	\$16.00	\$0.00	\$0.00	\$0.00	\$5,050.00
Task Ten:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$29,784.00	\$0.00	\$216.00	\$0.00	\$0.00	\$0.00	
Project Total:							\$30,000.00

Proposal Worksheet

Project:	Sahuarita Branch Library					
Task / Phase	Task 1: Existing Conditions Survey					
Date:	Rev - 08/02/18					
Client:	Line and Space Architects					
Reviewed by:	DKM					
Task:	Principal	Land.Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Not Applicable	0.0	0.0	0.0	0.0	0.0	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
Hourly Rate	\$135.00	\$100.00	\$75.00	\$58.00	\$55.00	
Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Labor Cost This Page	\$0.00					
Materials and Supplies - Total	\$0.00		Subconsultants - Total	\$0.00		
Misc.	\$0.00	Civil			\$0.00	
		Electrical			\$0.00	
Reproduction - Total	\$0.00	Structural			\$0.00	
In-House Plotting	\$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	\$0.45	\$0.00	
Other	\$0.00					
Other	\$0.00					
TASK TOTAL	\$0.00					

Proposal Worksheet

Project:	Sahuarita Branch Library					
Task / Phase	Task 2: Program Verification					
Date:	Rev - 08/02/18					
Client:	Line and Space Architects					
Reviewed by:	DKM					
Task:	Principal	Land.Archit.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Program Verification 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
Hourly Rate	\$135.00	\$100.00	\$75.00	\$58.00	\$55.00	
Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Labor Cost This Page	\$0.00					
Materials and Supplies - Total	\$0.00		Subconsultants - Total		\$0.00	
Misc.		\$0.00	Civil			\$0.00
			Electrical			\$0.00
Reproduction - Total	\$0.00		Structural			\$0.00
In-House Plotting		\$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	\$0.45	\$0.00
Other		\$0.00				
Other		\$0.00				
TASK TOTAL	\$0.00					

Proposal Worksheet

Project:	Sahuarita Branch Library					
Task / Phase	Task 3: Schematic Design					
Date:	Rev - 08/02/18					
Client:	Line and Space Architects					
Reviewed by:	DKM					
Task:	Principal	Land.Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Site Inspection	0.0	4.0	0.0	0.0	0.0	4.0
2 Kick-Off Mtg. w/ Line & Space Team	0.0	2.0	0.0	0.0	0.0	2.0
3 Coordinate Base Files / Base Sheets	0.0	1.0	0.0	1.0	0.0	2.0
4 SD Landscape Plan	0.0	3.0	0.0	4.0	0.0	7.0
5 SD Landscape Details	0.0	1.0	0.0	2.0	0.0	3.0
6 SD Irrigation Plan	0.0	2.0	0.0	4.0	0.0	6.0
7 SD Irrigation Details	0.0	1.0	0.0	2.0	0.0	3.0
8 SD Hardscape / Staff Patio Area Plan	0.0	3.0	0.0	4.0	0.0	7.0
9 Q.C. Review / Revisions	2.0	2.0	0.0	3.0	0.0	7.0
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	2.0	19.0	0.0	20.0	0.0	41.0
Hourly Rate	\$135.00	\$100.00	\$75.00	\$58.00	\$55.00	
Cost	\$270.00	\$1,900.00	\$0.00	\$1,180.00	\$0.00	
Labor Cost This Page	\$3,330.00					
Materials and Supplies - Total	\$0.00	Subconsultants - Total			\$0.00	
Misc.	\$0.00	Civil				\$0.00
		Electrical				\$0.00
Reproduction - Total	\$20.00	Structural				\$0.00
In-House Plotting	\$12.00	Biological				\$0.00
Large Format Copies	\$0.00	Other				\$0.00
Xerox	\$8.00					
Other	\$0.00	Auto Use / Car Rental			\$0.00	
		Rented				\$0.00
Miscellaneous Expenses - Total	\$0.00	Personel	0	\$0.45	\$0.00	
Other	\$0.00					
Other	\$0.00					
TASK TOTAL	\$3,350.00					

Proposal Worksheet

Project:	Sahuarita Branch Library					
Task / Phase	Task 4: Design Development					
Date:	Rev - 08/02/18					
Client:	Line and Space Architects					
Reviewed by:	DKM					
Task:	Principal	Land.Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Coordination Mtg. w/ Line and Space Team	0.0	2.5	0.0	0.0	0.0	2.5
2 Update Base Files / Base Sheets	0.0	1.0	0.0	2.0	0.0	3.0
3 DD Landscape Plan	0.5	4.0	0.0	6.0	0.0	10.5
4 DD Landscape Details	0.0	1.0	0.0	2.0	0.0	3.0
5 DD Irrigation Plan	0.5	4.0	0.0	6.0	0.0	10.5
6 DD Irrigation Details	0.0	1.0	0.0	2.0	0.0	3.0
7 DD Hardscape / Staff Patio Area Plan	0.5	4.0	0.0	4.0	0.0	8.5
DD Hardscape Details	0.0	2.0	0.0	3.0	0.0	5.0
8 Q.C. Review / Revisions	0.5	2.0	0.0	2.0	0.0	4.5
9						0.0
10 Cost Estimate by Others	0.0	0.0	0.0	0.0	0.0	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	2.0	21.5	0.0	27.0	0.0	50.5
Hourly Rate	\$135.00	\$100.00	\$75.00	\$58.00	\$55.00	
Cost	\$270.00	\$2,150.00	\$0.00	\$1,568.00	\$0.00	
Labor Cost This Page	\$3,986.00					
Materials and Supplies - Total	\$0.00		Subconsultants - Total	\$0.00		
Misc.	\$0.00	Civil		\$0.00		
		Electrical		\$0.00		
Reproduction - Total	\$14.00	Structural		\$0.00		
In-House Plotting	\$10.00	Biological		\$0.00		
Large Format Copies	\$0.00	Other		\$0.00		
Xerox	\$4.00					
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	\$4,000.00					

Proposal Worksheet

Project:	Sahuarita Branch Library					
Task / Phase	Task 5: Construction Doc. - 50%					
Date:	Rev - 08/02/18					
Client:	Line and Space Architects					
Reviewed by:	DKM					
Task:	Principal	Land.Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Coordination Mtg. w/ Line and Space Team	0.0	2.5	0.0	0.0	0.0	2.5
2 Update Base Files / Base Sheets	0.0	1.0	0.0	2.0	0.0	3.0
3 50% CD Landscape Plan	0.0	8.0	0.0	8.0	0.0	16.0
4 50% CD Landscape Details	0.0	2.0	0.0	3.0	0.0	5.0
5 50% CD Irrigation Plan	0.0	8.0	0.0	8.0	0.0	16.0
6 50% CD Irrigation Details	0.0	2.0	0.0	3.0	0.0	5.0
7 50% CD Hardscape / Staff Patio Area Plan	0.0	8.0	0.0	8.0	0.0	16.0
8 50% CD Hardscape Details	0.0	4.0	0.0	3.0	0.0	7.0
9 Draft Specifications	8.0	2.0	0.0	0.0	0.0	10.0
10 Q.C. Review / Revisions	2.0	2.0	0.0	2.0	0.0	6.0
11						0.0
12 Cost Estimate by Others	0.0	0.0	0.0	0.0	0.0	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	10.0	39.5	0.0	37.0	0.0	86.5
Hourly Rate	\$135.00	\$100.00	\$75.00	\$58.00	\$55.00	
Cost	\$1,350.00	\$3,950.00	\$0.00	\$2,146.00	\$0.00	
Labor Cost This Page	\$7,446.00					
Materials and Supplies - Total	\$0.00		Subconsultants - Total		\$0.00	
Misc.		\$0.00	Civil			\$0.00
			Electrical			\$0.00
Reproduction - Total	\$54.00		Structural			\$0.00
In-House Plotting		\$50.00	Biological			\$0.00
Large Format Copies		\$0.00	Other			\$0.00
Xerox		\$4.00				
Other		\$0.00	Auto Use / Car Rental		\$0.00	
			Rented			\$0.00
Miscellaneous Expenses - Total	\$0.00		Personal		0 Miles x \$0.45	\$0.00
Other		\$0.00				
Other		\$0.00				
TASK TOTAL	\$7,500.00					

Proposal Worksheet

Project:	Sahuarita Branch Library					
Task / Phase	Task 6: Construction Doc. - 90%					
Date:	Rev - 08/02/18					
Client:	Line and Space Architects					
Reviewed by:	DKM					
Task:	Principal	Land.Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Coordination Mtg. w/ Line and Space Team	0.0	2.5	0.0	0.0	0.0	2.5
2 Update Base Files / Base Sheets	0.0	2.0	0.0	2.0	0.0	4.0
3 90% CD Landscape Plan	0.0	8.0	0.0	8.0	0.0	16.0
4 90% CD Landscape Details	0.0	2.0	0.0	2.0	0.0	4.0
5 90% CD Irrigation Plan	0.0	6.0	0.0	8.0	0.0	14.0
6 90% CD Irrigation Details	0.0	2.0	0.0	2.0	0.0	4.0
7 90% CD Hardscape / Staff Patio Area Plan	0.0	6.0	0.0	8.0	0.0	14.0
8 90% CD Hardscape Details	0.0	2.0	0.0	4.0	0.0	6.0
9 Pre-Final Specifications	4.0	2.0	0.0	0.0	0.0	6.0
10 Q.C. Review / Revisions	2.0	2.0	0.0	2.0	0.0	6.0
11						0.0
12 Cost Estimate by Others	0.0	0.0	0.0	0.0	0.0	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	6.0	34.5	0.0	36.0	0.0	76.5
Hourly Rate	\$135.00	\$100.00	\$75.00	\$58.00	\$55.00	
Cost	\$610.00	\$3,450.00	\$0.00	\$2,088.00	\$0.00	
Labor Cost This Page	\$6,348.00					
Materials and Supplies - Total	\$0.00		Subconsultants - Total	\$0.00		
Misc.		\$0.00	Civil			\$0.00
			Electrical			\$0.00
Reproduction - Total	\$52.00		Structural			\$0.00
In-House Plotting		\$40.00	Biological			\$0.00
Large Format Copies		\$0.00	Other			\$0.00
Xerox		\$12.00				
Other		\$0.00	Auto Use / Car Rental	50.00		
			Rented			\$0.00
Miscellaneous Expenses - Total	\$0.00		Personal	0 Miles x \$0.45		\$0.00
Other		\$0.00				
Other		\$0.00				
TASK TOTAL	\$6,400.00					

Proposal Worksheet

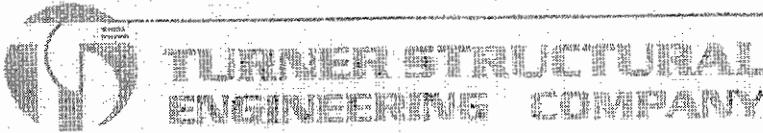
Project:	Sahuarita Branch Library					
Task / Phase	Task 7: Construction Doc. - 100%					
Date:	Rev - 08/02/18					
Client:	Line and Space Architects					
Reviewed by:	DKM					
Task:	Principal	Land.Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Coordination Mtg. w/ Line and Space Team	0.0	5.0	0.0	0.0	0.0	5.0
2 Update Base Files / Base Sheets	0.0	0.0	0.0	1.0	0.0	1.0
3 100% CD Landscape Plan	0.0	3.0	0.0	2.0	0.0	5.0
4 100% CD Landscape Details	0.0	1.0	0.0	2.0	0.0	3.0
5 100% CD Irrigation Plan	0.0	3.0	0.0	2.0	0.0	5.0
6 100% CD Irrigation Details	0.0	1.0	0.0	2.0	0.0	3.0
7 100% CD Hardscape / Staff Patio Area Plan	0.0	3.0	0.0	2.0	0.0	5.0
8 100% CD Hardscape Details	0.0	1.0	0.0	2.0	0.0	3.0
9 Final Specifications	1.0	0.0	0.0	0.0	0.0	1.0
10 Q.C. Review / Revisions	1.0	2.0	0.0	2.0	0.0	5.0
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	2.0	19.0	0.0	15.0	0.0	36.0
Hourly Rate	\$135.00	\$100.00	\$75.00	\$58.00	\$55.00	
Cost	\$270.00	\$1,900.00	\$0.00	\$870.00	\$0.00	
Labor Cost This Page	\$3,040.00					
Materials and Supplies - Total	\$0.00		Subconsultants - Total		\$0.00	
Misc.		\$0.00	Civil			\$0.00
			Electrical			\$0.00
Reproduction - Total	\$60.00		Structural			\$0.00
In-House Plotting		\$45.00	Biological			\$0.00
Large Format Copies		\$0.00	Other			\$0.00
Xerox		\$15.00				
Other		\$0.00	Auto Use / Car Rental		\$0.00	
			Rented			\$0.00
Miscellaneous Expenses - Total	\$0.00		Personal		0 Miles x \$0.45	\$0.00
Other		\$0.00				
Other		\$0.00				
TASK TOTAL	\$3,100.00					

Proposal Worksheet

Project:	Sahuarita Branch Library					
Task / Phase	Task 8: Bid Ph. Services					
Date:	Rev - 08/02/18					
Client:	Line and Space Architects					
Reviewed by:	DKM					
Task:	Principal	Land.Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1. Respond to Bidder Questions	0.0	1.0	0.0	0.0	0.0	1.0
2. Participate in Pre-Bid Conference	0.0	5.0	0.0	0.0	0.0	5.0
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	6.0	0.0	0.0	0.0	6.0
Hourly Rate	\$135.00	\$100.00	\$75.00	\$58.00	\$55.00	
Cost	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	
Labor Cost This Page	\$600.00					
Materials and Supplies - Total	\$0.00		Subconsultants - Total	\$0.00		
Misc.		\$0.00	Civil			\$0.00
			Electrical			\$0.00
Reproduction - Total	\$0.00		Structural			\$0.00
In-House Plotting		\$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		\$0.00
Other		\$0.00				
Other		\$0.00				
TASK TOTAL	\$600.00					

Proposal Worksheet

Project:	Sahuarita Branch Library					
Task / Phase	Task 9: Construction Phase Serv.					
Date:	Rev - 08/02/18					
Client:	Line and Space Architects					
Reviewed by:	DKM					
Task:	Principal	Land.Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1. Participate in Pre-Construction Mtg.	0.0	4.0	0.0	0.0	0.0	4.0
2. Review Contractor Submittals	0.0	2.0	0.0	0.0	0.0	2.0
3. Respond to RFI's	0.0	3.0	0.0	0.0	0.0	3.0
4. Site Visits during Construction (4)	0.0	16.0	0.0	0.0	0.0	16.0
5. Substantial Completion Inspection	0.0	8.0	0.0	0.0	0.0	8.0
6. Punch List	1.0	2.0	0.0	0.0	0.0	3.0
7. Final Inspection	0.0	6.0	0.0	0.0	0.0	6.0
8. As-Built - Record Drawings	0.0	1.0	0.0	8.0	0.0	9.0
9. Misc. Project Close-Out	1.0	1.0	0.0	0.0	0.0	2.0
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	2.0	43.0	0.0	8.0	0.0	\$3.0
Hourly Rate	\$135.00	\$100.00	\$75.00	\$58.00	\$55.00	
Cost	\$270.00	\$4,300.00	\$0.00	\$464.00	\$0.00	
Labor Cost This Page	\$5,034.00					
Materials and Supplies - Total	\$0.00	Subconsultants - Total		\$0.00		
Misc.	\$0.00	Civil				\$0.00
		Electrical				\$0.00
Reproduction - Total	\$16.00	Structural				\$0.00
In-House Plotting	\$10.00	Biological				\$0.00
Large Format Copies	\$0.00	Other				\$0.00
Xerox	\$6.00					
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	\$5,050.00					



June 28, 2018

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

RE: PC SAHARITA LIBRARY

Dear Henry:

We appreciate the opportunity to present our fee proposal for structural engineering services for the new Sahuarita Library.

Scope of Work

The scope of work will include an approximately 15,000 to 20,000 sqft new library building. The total project construction budget is \$5.7 million.

Fee Proposal

Our proposal is based on the Scope of Professional Services Required as listed in the Pima County Exhibit A dated April, 2018.

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.

Mr. Henry Tom, AIA
Line & Space Architects
June 28, 2018
Page 2

Terms

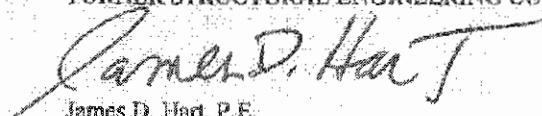
Billing invoices will be submitted monthly with the billing amount to be based on the percent complete. Payment shall be made within ten (10) days of receipt of payment from the owner or thirty (30) days from the date of the invoice, whichever is sooner.

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: _____



TURNER STRUCTURAL
ENGINEERING COMPANY

FEE ESTIMATE SUMMARY

PROJECT: Sahuarita Library Date: 6/28/2018
 PREPARED BY: James Hart CONTRACT NUMBER _____
 EFFECTIVE DATE _____ PRIME CONTRACTOR _____
 CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	Direct Labor Rate	Overhead	Profit	Billing Rate
1	TURNER STRUCTURAL ENGINEERING CO.	Principal	\$51.00	\$76.50	\$12.75	\$140.00
2	TURNER STRUCTURAL ENGINEERING CO.	Senior A/E	\$43.63	\$65.45	\$10.91	\$120.00
3	TURNER STRUCTURAL ENGINEERING CO.	Senior CAD Designer	\$29.10	\$43.65	\$7.28	\$80.00
4	TURNER STRUCTURAL ENGINEERING CO.	CAD Designer	\$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)

7/30/2018
Sahuarita Library

Structural Engineering Cost Proposal

	Discipline Category	Hourly Rate	Hours	Cost
Schematic Design	Principal	\$140	10	\$1,400
	Senior A/E	\$120	5	\$600
	Designer	\$80	0	\$0
	CADD	\$65	0	\$0
		subtotal		\$2,000
Design Development	Principal	\$140	25	\$3,500
	Senior A/E	\$120	22	\$2,640
	Designer	\$80	25	\$2,080
	CADD	\$65	0	\$0
		subtotal		\$8,220
50% CD's	Principal	\$140	15	\$2,100
	Senior A/E	\$120	42	\$5,040
	Designer	\$80	22	\$1,760
	CADD	\$65	20	\$1,300
		subtotal		\$10,200
90% CD's	Principal	\$140	20	\$4,000
	Senior A/E	\$120	66	\$7,920
	Designer	\$80	44	\$3,520
	CADD	\$65	15	\$975
		subtotal		\$16,475
Permit/Bid Documents	Principal	\$140	11	\$1,540
	Senior A/E	\$120	11	\$1,320
	Designer	\$80	14	\$1,120
	CADD	\$65	0	\$0
		subtotal		\$3,980
Bid/Negotiation	Principal	\$140	2	\$280
	Senior A/E	\$120	3	\$360
	Designer	\$80	5	\$400
	CADD	\$65	0	\$0
		subtotal		\$1,040



TURNER STRUCTURAL
ENGINEERING COMPANY

7/30/2018
Sahuanta Library

Structural Engineering Cost Proposal

	Discipline Category	Hourly Rate	Hours	Cost
CA Phase	Principal	\$140	16	\$2,240
	Senior A/E	\$120	33	\$3,960
	Designer	\$80	19	\$1,520
	CADD	\$65	8	\$520
subtotal				\$8,240
Record Drawings	Principal	\$140	2	\$280
	Senior A/E	\$120	3	\$360
	Designer	\$80	0	\$0
	CADD	\$65	6	\$390
subtotal				\$1,030
		Total		\$51,185

CA Phase services include 4 site visits during construction at \$420 per visit.



TURNER STRUCTURAL
ENGINEERING COMPANY



PROPOSAL

Project Name: Sahuarita Regional Library

Project Address: NW corner of Sahuarita Road and Calle Imperial
Sahuarita, AZ

Job Number: 18026

Date: July 26, 2018

Client: Line & Space, LLC
627 E. Speedway Blvd.
Tucson, AZ 85705

Engineer: Kelly, Wright & Associates, P.C.

Project Description:

New, approximately 20,000 square foot single-story library building including office, multi-purpose, customer service, library, and restroom areas.

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).
- Attend team meetings in Tucson at milestone progress levels dictated by the client.
- Revise drawings and issue written response letters to Authority Having Jurisdiction review comments.

HVAC:

- Design of heating, cooling, and ventilation systems for new building. Systems are anticipated to be DX split systems and/or packaged DX 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 new 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 new 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 new building. The design shall be extended to five feet out from the exterior wall of the building.

Fire Protection Performance Specification:

- 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.

Fire Protection Full Design Option:

- Design a complete wet-pipe automatic fire sprinkler system. This shall include evaluating the available water supply to the site. The design shall include preparation of piping plans, reflected ceiling plans, sections, details, and hydraulic calculations as required by the Authority Having Jurisdiction. The design shall include underground piping to 5'-0" out from the building. The design will be fully coordinated with the

requirements of the local fire jurisdictions, NFPA requirements, the architectural, structural, mechanical and civil drawings during the construction document phase of the project.

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.
- Review of mechanical Submittals. Also see additional services below.
- Review and response to RFI's.
- Record drawing documentation (drafting of contractor-provided as-built conditions in CAD).

Commissioning:

- No scope.

Assumptions:

- IECC exclusion: Commissioning per section C408 may be required due to total HVAC system capacity. It is assumed that the LEED Commissioning Agent will fulfil the requirements of the IECC. No Engineer scope.
- 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 and the fire protection system(s) without requiring booster pumps or water storage facilities.
- Adequate electrical service will be available to accommodate the HVAC, fire protection, and plumbing systems.
- Life Cycle Reports, System Comparison Reports, Feasibility Studies, and similar documents are not included.

Scope of LEED Services (for LEED v4):

The following LEED points are considered to require involvement by the Engineer. All other LEED points are considered to have zero involvement by the Engineer. If the Engineer is required to dedicate time to other LEED points, additional service fees will be negotiated.

<u>LEED point</u>	<u>Comments:</u>
WE p1, c2, c3:	Client to provide occupancy, schedule, & FTE values.
EA p2, p3, c4:	EA c4 may be possible – TBD by engineer's calculations.
EA c1:	Engineer to perform calculations based on Team optimized inputs.
IEQ p1, c1:	Perform calculations and complete templates as required.
IEQ c5:	Assist Client with design elements and calculations – template by Others.
IEQ c2, c6.2, c7.1, c7.2:	Possible points. Engineer to evaluate possibility of obtaining points. Complete template, if points are possible.

Assist Client with mechanical portions of Innovation and Design Process and Regional Priority Credits, as necessary.

Deliverables:

The Engineer's instruments of service will be provided in electronic form (PDF). Hard copies are not included. 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 sixty one thousand six hundred dollars (\$61,500). This fee may be broken out as follows:

Schematic Design	\$ 7,900
Design Development	\$ 17,900
50% Construction Documents	\$ 10,600
90% Construction Documents	\$ 9,400
Permit/Bid Documents	\$ 6,300
Bidding and Permitting	\$ 1,800
Construction Administration	\$ 5,200
Record Drawings	\$ 2,500

If the Fire Protection Full Design Option is selected, an additional fixed fee of thirteen thousand one hundred dollars (\$13,100) shall be added to the above fee. Initial to Accept: _____

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 submittal reviews are included per discipline (HVAC, plumbing, FP). Reviews required beyond the 2nd review, will be billed at \$800 per review (intended to be billed to the Contractor).
- Client requested field trips will be billed at eight hundred dollars (\$800) 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:

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

Other Conditions:

- This agreement entered into as 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 negotiable by both parties.
- The Engineer will invoice the Client monthly, based upon the percentage 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 waiving 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 or 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, life cycle reports, energy calculations, water consumption estimates, and similar calculations performed by the Engineer represent the Engineer's experience and best judgment and are not guarantees.
- In recognition of the relative risks, rewards, 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 claim expenses arising out of this agreement from any cause or causes, including attorneys' fee and costs and expert witness fees and costs, shall not exceed ten times our fee or \$50,000, 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 unless 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 notification 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.
- 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 losses, 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 reuse 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 subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees, court costs and defense costs, arising from the use of the electronic files.
- **LEED:** The Engineer's calculations, documentation, or other involvement with any LEED point(s) does not constitute or imply any guaranty or assurance that the points will be achieved. Final determination of the points is by the USGBC and is beyond the control of the Engineer. The Engineer's calculations for LEED are not intended to represent estimates of actual energy consumption.

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.

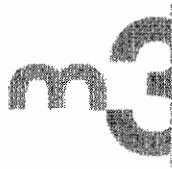
Accepted By:
Line & Space, LLC


Burton W. Wright, Jr., PE, FPE

Principal

Client Signature

Printed Name and Title



July 26, 2018

Mr. Henry Tom
Line and Space, LLC
627 E. Speedway Blvd.
Tucson, Arizona 85705

Re: **Pima County Facilities Management – Sahuarita Library**
M3-M029018, Revision 2

Dear Henry:

The following is a revised fee proposal to provide electrical engineering services for a \$5.7 million Library Center in accordance with the Pima County Scope of Work.

SCOPE OF WORK

1. Provide one day field investigations which will be performed by one person.
2. Provide site utility design required for the new building. Site utility design will require coordination with Utility Companies.
3. Provide power, lighting, and fire alarm design broken up in three phases for an approximate 20,000 square feet new Library for Pima County to be located at Sahuarita Arizona.
4. Provide special systems design consisting of the following:
 - a. Tele/Data communications cabling design.
 - b. Security cabling design.
5. Provide outdoor lighting design to be in compliance with the 2012 City of Tucson Outdoor Lighting Code.
6. Provide LEED Silver documentation for the following credits:
 - a. IEQ Credit 6.1 – Controllability of Systems – Lighting
 - b. SS Credit 8 – Light Pollution Reduction
 - c. EA Prerequisite 2 – Minimum Energy Performance (we will provide the Mechanical Engineer with electrical information required for this credit).
7. Attend up to 4 review meetings with Pima County during the design phase.
8. Provide construction administration services including shop drawing review, answering request for information (RFI's) and providing up to four site observation trips.
9. Provide bidding services consisting of answering questions and provided addenda information.
10. Provide as-built drafting of Contractor furnished, red-lined, as-built drawings.
11. Provide photovoltaic conduit/raceway design.

2051 W. Sunset Rd.
Suite 101

Tucson, Arizona
85704

T: 520.293.1488
F: 520.293.8349

www.m3eng.com

ASSUMPTIONS AND EXCLUSIONS

1. All bulk construction document reproduction/printing is by others.
2. All electrical design and construction shall comply with the 2011 National Electrical Code (NEC) as adopted by the Maricopa County building department.
3. Architectural backgrounds shall be provided to M3 in AutoCAD format.
4. Electrical cost estimating is excluded.
5. The tele/data, and security design will be in accordance with the Pima County IT department design and specifications.
6. Paging, intercom designs, etc. are excluded.
7. Design for emergency and UPS type electrical power supplies and associated distribution systems are excluded.
8. All Permitting submittal effort and associated fees are excluded other than providing written responses to the Authority Having Jurisdiction (AHJ) Plans Examiner review comments and associated drawing revisions required to address said comments.
9. Arc-Flash and Selective Coordination studies are excluded.
10. EA Credit 5 – Measurement and Verification is excluded.
11. EA Credit 2 – On-Site Renewable Energy is excluded.
12. Photovoltaic design is excluded.
13. Value Engineering for major extensive re-design is excluded.

ELECTRICAL ENGINEERING FEE

SD Total	\$ 6,050
DD Total	\$ 14,140
50% CD	\$ 10,180
100% CD	\$ 10,180
Bidding	\$ 1,655
CA	\$ 3,060
Site Observation Trips =	\$ 2,720
Record Drawings =	\$ 585
Total Fee	\$ 48,570

Please see attached breakdown.

Please call me directly at 445-7241 if you have any questions, comments or concerns regarding this fixed fee proposal.

Sincerely,

M3 ENGINEERING & TECHNOLOGY CORPORATION

Enrique Giron for

Pablo I. Pinuelas, P.E.
Electrical Department Manager

Accepted:

Line and Space, LLC

By: _____ Date: _____

Pima County Facilities Management - Sahuarita Library - Design Services - Revision 2

Firm: M3 Engineering & Technology Corp

Date: 07/05/18

PHASE	HOURS	RATES	FEES	SUBTOTAL
SCHEMATIC DESIGN				
Elec Project Manager	2	\$130	\$260	\$6,050
Elec Designer IV	34	\$85	\$2,890	
Elec Designer II	40	\$65	\$2,600	
Elec Designer II		\$65	\$0	
Clerical	5	\$60.00	\$300	
DESIGN DEVELOPMENT				
Elec Project Manager	2	\$130	\$260	\$14,140
Elec Designer IV	68	\$85	\$5,780	
Elec Designer II	120	\$65	\$7,800	
Elec Designer II		\$65	\$0	
Clerical	5	\$60.00	\$300	
50% CONSTRUCTION DOCUMENTS				
Elec Project Manager	5	\$130	\$650	\$10,180
Elec Designer IV	52	\$85	\$4,420	
Elec Designer II	74	\$65	\$4,810	
Elec Designer II		\$65	\$0	
Clerical	5	\$60.00	\$300	
100% CONSTRUCTION DOCUMENTS				
Elec Project Manager	5	\$130	\$650	\$10,180
Elec Designer IV	52	\$85	\$4,420	
Elec Designer II	74	\$65	\$4,810	
Elec Designer II		\$65	\$0	
Clerical	5	\$60.00	\$300	
TOTAL DESIGN FEE	548			\$40,550

Pima County Facilities Management - Sahuarita Library - CA SERVICES - Revision 2

Firm: M3 Engineering & Technology Corp

Date: 07/05/18

PHASE	HOURS	RATES	FEES	SUBTOTAL
BIDDING				
Elec Project Manager		\$130	\$0	\$1,655
Elec Designer IV	8	\$85	\$680	
Elec Designer II	15	\$65	\$975	
CONSTRUCTION ADMINISTRATION				
Elec Project Manager		\$130	\$0	\$3,060
Elec Designer IV	36	\$85	\$3,060	
Elec Designer II		\$65	\$0	
Elec Designer II		\$65	\$0	
Clerical		\$60.00	\$0	
SITE OBSERVATION TRIPS (QTY OF 4)				
Elec Project Manager		\$130	\$0	\$2,720
Elec Designer IV	32	\$85	\$2,720	
Elec Designer II		\$65	\$0	
Elec Designer II		\$65	\$0	
Clerical		\$60.00	\$0	
RECORD DRAWINGS				
Elec Project Manager		\$130	\$0	\$585
Elec Designer IV		\$85	\$0	
Elec Designer II	9	\$65	\$585	
Elec Designer II		\$65	\$0	
Clerical		\$60.00	\$0	
TOTAL CA SERVICES	100			\$8,020



MCKAY CONANT HOOVER INC
Acoustics and Media Systems Consultants

MEMO from Randal Willis, P.E.
RWillis@MCHinc.com

BB

TO: Henry Tom, Principal
Line and Space

SUBJECT: Revised Informal AudioVisual Fee Estimate for Sahuarita Library Project.

cc: Dave Conant, Nancy Conant/MCH, files

DATE: 27 July 2018

Page 1 of 2

At your request, we are pleased to provide this *revised* fee estimate for the subject Project as we understand it based on the project information provided. (Exhibit A-295498 provided 27 June 2018) We understand that the project is just beginning design. We've taken the liberty of presuming a detailed scope of services is not required at this juncture, but note the following caveats to attend the below-shown fees:

AV SCOPE

1. AV consulting services will be provided in the form of advice and consultation to the Architect, the Owner, the Contractor and the design team. Our AV work will result directly in competitively-biddable AV systems from our construction drawings and specifications, including associated, supporting infrastructure, review of proposals, and construction administration services throughout the installation process. We offer to provide design and planning recommendations to you and your engineers for all our systems and will coordinate as reasonably required. We will provide opinions of probable cost at appropriate project landmarks, system construction documents, technical specifications, bid and shop drawing reviews and acceptance observations of completed AV systems.
2. Our AV work is not yet fully programmed, however the types of spaces we typically design for in a project such as this include:
 - a. Multi-purpose room with AV media (audio, video and control) capabilities
 - b. Study rooms with AV media (audio, video and control) capabilities
 - c. Children's story room with AV media (audio, video and control) capabilities
 - d. Meeting room with AV media (audio, video and control) capabilities
 - e. Classroom with AV media (audio, video and control) capabilities
 - f. Facility wide digital signage with AV media (video and control) capabilities
3. Anticipated Project Schedule:

a. Construction Documents	10 Months'
b. Advertise / Bid / Award:	3 Months
c. Construction - Substantial Completion:	10 Months, Early 2020

4. The following systems designs are not within our scope of work for the project: general or specialty lighting, life safety systems, building management. The following items are also excluded from our scope of work for the project, but could be provided as additional services if desired: Structured Cabling, PBX specification, Data Network hardware design and specification (switches, routers, security servers, etc), wireless network design, Security, surveillance and access control systems.
5. Due to a wide variety of possible configurations and functional requirements associated with Performance Spaces, we have, at this time, and in the interest of limiting our fees, excluded the design of a Performance Space from this proposal. If, however, through the programming process, it is determined that a true Performance Space is appropriate for the facility we would be pleased to propose on designing AV support systems for it as additional services.
6. Singular Design-Bid-Build exercise w/o multiple bid packages. We expect to prepare and review no more than 4 set of drawings and specifications during the remaining Design phase of this project (at approximately 100% DD, and 50%, 90% and 100%CD). Further, we expect to review no more than 1 set of AV shop drawings produced by a specialty subcontractor qualified and experienced with many similar projects.
7. We will, if required, produce Record Documents incorporating all issued AV design changes, RFI and ASI responses but anticipate that the production of As-Built Documents will be the normal responsibility of the General Contractor and not MCH.
8. This proposal presumes a reasonable time schedule for design and construction and an expectation that the project would run smoothly and continuously without significant delays or re-directed efforts.
9. We will provide opinions of probable cost for the programmed AV systems at 100% DD and at 90% CD milestones. If additional costing updates are required, we would be pleased to perform these as additional services.
10. Value Engineering Services (or the like) are excluded from this proposal.
11. We have budgeted for out of office trips to attend one design meeting and two site observations (1 to observe infrastructure rough-in and a second for substantial completion) during the duration of this work as follows:
 - a. Programming: 1 (in person)
 - b. Design Phases: 1/1 (in person / Web based)
 - c. CA Site Observations: 2 (in person)
 - d. Should additional visits be requested for meetings, to inspect field conditions, infrastructure readiness or contractor substantial or final completion, we would be pleased to perform these visits as extra services.

- e. We have budgeted for these meetings to be held at a site related to the project indicated above.
- 12. Additionally, we also presume the IT and Security contractors shall bring the systems to a state of readiness prior to our substantial completion visit such that the punch list items generated from this visit will be of a nature not requiring us to revisit the site for final (backcheck) inspection.
- 13. Services beyond those identified above are considered extra services and will be billed on a time and material basis in accordance with the attached MCH Standard Terms and Conditions.

FEES

Our professional fees are based on the number of hours worked on a project and our services and payment schedule are subject to the *Standard Terms and Conditions*, enclosed. We have carefully considered the extent of services that this project deserves, balanced that with our experience with similar projects, and expect that we would not exceed the professional fees shown below. Fees only, are shown below and presume that MCH is engaged to design all AV systems and that the designs run concurrently.

Reimbursable expenses (principally some travel to/from site) are included in the fees below.

AUDIOVISUAL

• Programming and Design:	\$ 14,100
• Bid & Construction Administration	\$ 6,000
Total \$ 20,100	



STANDARD TERMS & CONDITIONS GOVERNING McKAY CONANT HOOVER INC PROFESSIONAL SERVICES

A. Work-Cost Agreements

1. McKay Conant Hoover, Inc (MCH) will provide the type and scope of services described for the maximum fee stated. MCH will make every effort to hold reimbursable expenses within the budget stated, however MCH is not responsible for changes in the pricing structure of reimbursables such as services provided by others including airlines and mail carriers.
2. MCH reserves the right to request an increase in the maximum fee if the project's scope or schedule change or if the project does not progress in a straightforward and customary manner. A prompt response to such a request will be expected.

B. Charges

1. MCH will charge hourly fees according to this schedule: Principals, Associate Principals, Supervisory Consultants and Professional Affiliates \$95 to \$185, Senior Consultants \$85 to \$135, Associate Consultants, Consultants and Staff Assistants, \$60 to \$110. Time spent in travel during normal business hours will be charged as time worked. MCH reserves the right to change its hourly rates.
2. Reimbursable expenses include travel, subsistence, printing, large format plotting, overnight mail, subconsultant services, special supplies or materials, telecommunications and instruments. For this project, we have embedded our anticipated reimbursable expenses within the indicated fees.
3. Invoicing will be monthly in our standard format. Upon request, MCH will create a different project-specific format one (1) time without charge. MCH reserves the right to charge for further changes, including back-charges and additional account handling, on a T&M basis.

C. Payments

Invoices will be submitted monthly and be payable in United States dollars within 60 days. Invoiced amounts unpaid after ninety (90) days beyond invoice date shall be grounds for MCH to stop project work and apprise the owner of same, without penalty, until the agreed payment schedule is resumed. Unpaid invoices older than 120 days are subject to interest charges at prevailing rates.

D. Insurance

MCH carries comprehensive general liability insurance with a limit of \$2,000,000 and worker's compensation insurance to the limits required by the State of California.

E. Liability

No warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, are made by MCH. MCH will not be liable for any special, incidental or consequential damages.

F. Unforeseen Circumstances

MCH will not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, delays in delivery by vendors, or other consultants, and strikes or other labor disturbances.

G. Announcements

Use of MCH's name in any announcements concerning the project for which MCH's services are performed, for promotional or advertising purposes, or in litigation with third parties, will require the prior written approval of MCH.

H. Termination

Either party may terminate this agreement at any time by written notice of the other. Such notice is effective upon receipt. In the event of such termination, MCH will be paid in accordance with this agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.

I. Ownership

Designs, ideas, concepts, calculations and documents developed during the course of the project will remain the property of MCH.

J. General

This agreement constitutes the entire agreement between parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, between the parties with respect to such subject matter. Different or additional terms contained in documents supplied by client shall not apply. This agreement may be modified only by written agreement of client and MCH and is binding upon their respective successors and assigns.

STC/Mfinl.Renim/2008

RLB | Rider Levett Bucknall

JB:FP: MTI Rev1
July 27 2018

33 South Fifth Avenue
Tucson, Arizona 85701

T: +520 777 7551
F: +520 202 7379

Mr. Henry Tom, FAIA, NCARB
Principal
Line and Space, LLC
627 E Speedway Blvd
Tucson
AZ, 85705

Dear Henry:

RE: SAHuarita LIBRARY RENOVATIONS
Fee PROPOSAL FOR COST CONSULTANCY SERVICES

Thank you very much for inviting Rider Levett Bucknall (RLB) to submit a proposal to provide Cost Consultancy Services for the proposed renovations to the Sahuarita Library. Our fee is wholly based on the proposed construction budget as per EXHIBIT "A" - SCOPE OF SERVICES submitted by Pima County and provided to us via e-mail on June 27 2018 to be \$5,700,000.

Consultant Proposed Fees

Our fees are broken down per hour as requested below:

- Schematic Design – Provide an independent estimate of probable cost complete with reconciliation with project team

Description	Rate	Hours	Sum
Senior Cost Manager	\$155	16	\$2,480
Cost Manager	\$130	40	\$5,200
Total			\$7,680

- Design Development – Provide an independent estimate of probable cost complete with reconciliation with project team

Description	Rate	Hours	Sum
Senior Cost Manager	\$155	40	\$6,200
Cost Manager	\$130	60	\$7,800
Total			\$14,000

- Construction Documents – Provide an independent estimate of probable cost complete with reconciliation with project team.

Description	Rate	Hours	Sum
Senior Cost Manager	\$155	40	\$6,200
Cost Manager	\$130	20	\$2,600
Total			\$8,800

Mr. Henry Tom
Line & Space
Page 2

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.

- detailed labor, material and equipment build-ups for any unit rates included within RLB's cost estimate(s)
- preparation of new cost estimates or amendments to our cost estimates necessitated by changes in the design or by further redesigns beyond the milestone exercise specifically included within this proposal
- preparation of new cost estimates or amendments to our cost estimates necessitated by the project being over budget at any of the milestone design changes.

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 Principal | Resident Manager

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

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

8. Should the original dates for completion of Rider Levett Bucknall services be delayed by more than 20% for any cause beyond the control of Rider Levett Bucknall, then additional fees for services carried out after the original service period will be negotiated.
9. When Rider Levett Bucknall officers, principals, directors, employees, agents, and independent professional associates/consultants are providing testimony at any hearing or trial, all fees must be current before any testimony is provided by Rider Levett Bucknall unless prior written arrangements have been made. A retainer may be required prior to the commencement of any preparation for testimony. The amount of the retainer is determined by Rider Levett Bucknall and commensurate with the expected work effort.
10. Instructions received by Rider Levett Bucknall from the Client's agent or attorney shall be deemed to be the Client's instructions. The Client understands that their agent, attorney, or other consultants may request that Rider Levett Bucknall perform certain tasks in association with the scope of Rider Levett Bucknall services under this appointment/Agreement, that Rider Levett Bucknall will comply with these requests unless written direction is received regarding who is/are the specific persons who may direct Rider Levett Bucknall scope of work, and that Rider Levett Bucknall will bill Client for the work associated with instructions received by Rider Levett Bucknall from the Client's agent or attorney.
11. The Client or its agent will provide Rider Levett Bucknall with all documents, drawings, specifications and instructions necessary to enable Rider Levett Bucknall to carry out the professional duties Rider Levett Bucknall was/is engaged to perform. Rider Levett Bucknall shall not in any way be held responsible for any errors, omissions, or discrepancies in the documents provided or for delays resulting therefrom.
12. Rider Levett Bucknall shall not be held responsible for any error or discrepancy that may arise as a result of any difference between documents issued to a contractor or sub-contractor and the documents issued to Rider Levett Bucknall for the purpose of carrying out the professional duties Rider Levett Bucknall was/is engaged to perform. Any costs incurred in the preparation of amending documents necessary to correct any such differences shall be the responsibility of the Client.
13. Reports, Feasibility Studies, Estimates, Bills of Quantities or any other document(s) prepared by Rider Levett Bucknall shall not be used on any project not specifically covered by this assignment, appointment, or Agreement, and as permitted by law. Copyright in all Feasibility Studies, Estimates, Reports and Bills of Quantities prepared by Rider Levett Bucknall will remain the property of Rider Levett Bucknall.
14. Rider Levett Bucknall will maintain any work product, information gathered or documents provided to us by Client unless otherwise directed in writing by Client.
15. Client may, by written instruction, make changes to the scope of Rider Levett Bucknall services. To be effective, written direction must be provided in the form of a change order and signed by both parties. In the event that Rider Levett Bucknall performs work at Client direction prior to the execution of any change order, Client hereby agrees to compensate Rider Levett Bucknall for such effort on an hourly basis in accordance with the stated hourly rates contained in our proposal.

16. To the fullest extent permitted by law, Rider Levett Bucknall agrees to indemnify and hold the Client harmless from and against any liabilities, claims, damages and costs arising out of or resulting from Rider Levett Bucknall services, but only to the extent caused by the negligent acts of Rider Levett Bucknall in the performance of services under this appointment/Agreement.
17. Client and Rider Levett Bucknall hereby acknowledge and expressly agree to waive any and all claims against each other for consequential damages arising out of or relating to this appointment, Rider Levett Bucknall services under this Agreement, and/or due to either party's termination of this Agreement. This waiver includes, but is not limited to claims and/or damages for: rental expenses; losses of use; loss of income; loss of profit or anticipated profit; loss of business opportunities; financing costs; business and reputation; loss of productivity; escalation costs; general or extended general conditions costs; and/or, diminution in property value.
18. The Client and Rider Levett Bucknall waive all rights against each other, including the officers, principals, directors, employees, agents, and independent professional associates/consultants of the other, for damages to the extent that the damages sustained by either party are covered by insurance.
19. To the fullest extent permitted by law, Client acknowledges and expressly agrees that the total maximum liability in the aggregate of Rider Levett Bucknall and that of Rider Levett Bucknall officers, principals, directors, employees, agents, and independent professional associates/consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Rider Levett Bucknall services, the project, or this appointment/Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Rider Levett Bucknall or Rider Levett Bucknall officers, principals, directors, employees, agents, and independent professional associates/consultants, or any of them, shall be limited and shall not exceed the total compensation received by Rider Levett Bucknall under this appointment/Agreement.
20. Either party may terminate this agreement at any time provided 30 days advance written notice is given. In the event of termination by either party all outstanding fees and costs shall be paid in accordance with the proposal fee schedule and these conditions of engagement. Additionally, in the event of termination by either party, and payment of all outstanding fees and costs through the date of termination has been made, Rider Levett Bucknall shall provide copies of its work product associated with the matter that Rider Levett Bucknall is providing services for.

21. In the event of any dispute between Client and Rider Levett Bucknall regarding this Agreement, the services rendered by Rider Levett Bucknall, or the fees and/or expenses billed for services rendered, Client agrees that such dispute shall be resolved in the following manner unless otherwise agreed to in writing between Rider Levett Bucknall and Client: (1) by attempting to resolve any dispute amicably at a meeting to be attended by persons with decision-making authority; then (2) if, within thirty (30) calendar days after such meeting the parties have not resolved the dispute, they shall submit the dispute to mediation by written demand under the Construction Industry Mediation Procedures and cognizance of the American Arbitration Association and bear equally the costs of the mediation; and then, (3) if within thirty (30) calendar days after mediation is initiated the mediation has not resulted in a settlement of the dispute, then the dispute shall be settled by arbitration under the Construction Arbitration Rules (in place at the time of filing the demand for Arbitration) and cognizance of the American Arbitration Association, and not by litigation. Either party may submit the unresolved dispute to arbitration thirty (30) calendar days after mediation, which arbitration shall be conducted by a sole arbitrator. The arbitrator shall be selected in accordance with American Arbitration Association rules and must have experience in construction disputes and must not have any conflict of interest. Any such ruling or decision of the arbitrator shall be binding on Client and Rider Levett Bucknall and may be entered as a judgment in any judicial forum. The locale for any mediation and/or arbitration under this provision shall be in the city where the Rider Levett Bucknall office that provided the services for this appointment/Agreement is located, and the laws of the State of Arizona shall apply to any arbitration and/or enforcement of any settlement/ruling/decision. The prevailing party in arbitration shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements.
22. **CLIENT AND RIDER LEVETT BUCKNALL, AFTER CONSULTING WITH COUNSEL, HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO TRIAL BY JURY, AND ACKNOWLEDGE THAT THEY UNDERSTAND AND ACCEPT THE DISPUTE RESOLUTION PROCEDURE SET FORTH HEREIN.**
23. In the event that there are conflicts in the provisions of any Client generated contracts and these Rider Levett Bucknall Conditions of Engagement and Payment of Accounts, these Rider Levett Bucknall Conditions of Engagement and Payment of Accounts shall take precedence unless specifically agreed to otherwise in writing which is acknowledged and executed by Client and Rider Levett Bucknall.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2018

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

www.risk-strategies.com

CA DOI License No. 0F06675

CONTACT
NAME: Risk Strategies Company
PHONE (A/C, No. Ext): 949-242-9240 FAX (A/C, No):
E-MAIL ADDRESS: syoung@risk-strategies.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Co.

20443

INSURED
Line & Space, LLC
627 E. Speedway
Tucson AZ 85705

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGEs

CERTIFICATE NUMBER: 43473327

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 CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE \$ OTHER: \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		AEH113783702	5/18/2018	5/18/2019	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 including but not limited to Sahuarita Branch Library.

CERTIFICATE HOLDER

CANCELLATION

Scott Loomis, Procurement Officer
Pima County Procurement Dept.
Design and Construction Division
130 West Congress Street
Tucson AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2018

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		CONTACT NAME: <input type="text" value="Danel McCartin"/>	
Crest Insurance Group, LLC 5285 E Williams Cir. Ste 4500 Tucson AZ 85711		PHONE (A/C, No. Ext): <input type="text" value="520-881-5760"/> FAX (A/C, No): <input type="text" value="520-325-3757"/>	
		E-MAIL <input type="text" value="dmccartin@crestins.com"/>	
		ADDRESS: <input type="text" value="Cincinnati Insurance Company"/>	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: <input type="text" value="Cincinnati Insurance Company"/>	10677
INSURED		LINE AND 01	
Line and Space, LLC 627 East Speedway Boulevard Tucson AZ 85705		INSURER B: <input type="text"/>	
		INSURER C: <input type="text"/>	
		INSURER D: <input type="text"/>	
		INSURER E: <input type="text"/>	
		INSURER F: <input type="text"/>	

COVERAGEs

CERTIFICATE NUMBER: 1527908780

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
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 250		EPP0216804	11/10/2017	11/10/2018	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 OTHER: \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EPP0216804	11/10/2017	11/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		EPP0218804	11/10/2017	11/10/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EWC 0368852	1/1/2018	11/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

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.

Project: Sahuarita Branch Library.

CERTIFICATE HOLDER

CANCELLATION

Scott Loomis Pima County Procurement, Design and Construction Division
130 West Congress
Tucson AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cody Ritchie

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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: 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
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: Nurses; Emergency Medical Technicians; and Paramedics	14
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	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other		
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 PAY-
MENTS - 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) Sub-paragraph (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".

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

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE

Attached to and forming part of POLICY NUMBER: EBA 021 68 04

Named Insured is the same as it appears in the Common Policy Declarations.

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	8, 9	\$ 1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus \$	Ded.
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus \$	Ded for each accident
AUTO. MEDICAL PAYMENTS		\$	
UNINSURED MOTORISTS		\$	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		\$	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	8	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$	Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"
PHYSICAL DAMAGE COLLISION COVERAGE	8	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded for each covered auto. See Item Three for hired or borrowed "autos".	INCL
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR		\$ for each disablement of a private passenger auto	
PREMIUM FOR ENDORSEMENTS		*ESTIMATED TOTAL PREMIUM	INCL

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4183 02/06 AUTOMOBILE SCHEDULE

AA101 03/06 BUSINESS AUTO COVERAGE FORM

AA2009 01/17 CHANGES - TOWING AND LABOR

AA296 07/12 CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

BUSINESS AUTO COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description of Covered Auto Designation Symbols

SYMBOL	DESCRIPTION
--------	-------------

1 = ANY "AUTO".

2 = OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.

3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.

4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.

5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where

they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

7 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in ITEM THREE).

8 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After the Policy Begins

1. If Symbols 1, 2, 3, 4, 5, or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08-03-2018 Policy No. EWC0368652 Endorsement No.

Insured Line & Space, LLC
Insurance Company Cincinnati Insurance Company Premium \$1NCL

Countersigned by _____

WC 00 03 13

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