



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/18/21

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Line and Space, LLC (Headquarters: Tucson, AZ)

***Project Title/Description:**

Architectural and Engineering Design Services: Richard Elias Mission Library Expansion and Renovation (XREMLB)

***Purpose:**

Award: Contract No. CT-FM-21-406. This award of contract is recommended to the highest qualified consultant in the amount of \$575,716.81 for a contract term from 05/18/21 to 07/31/24 for the design of the Richard Elias Mission Library Expansion and Renovation. Administering Department: Facilities Management.

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2100009 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. Five (5) 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 four (4) 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 Library has not had a significant renovation since it was built. Adding approximately 5,000 s.f. will provide separate children's and teen areas, expanded computer commons and an enlarged staff area.

***Public Benefit:**

The renovation and expansion will improve technology and provide additional space for new programs to serve the community.

***Metrics Available to Measure Performance:**

Successful completion will be the project being completed within budget and on schedule.

***Retroactive:**

No.

TO: COB 5-5-21(1)
VER: 1
PJS: 36

Procure Dept 05/04/21 PM0133

Contract / Award Information

Document Type: CT Department Code: FM Contract Number (i.e.,15-123): 21-406
Commencement Date: 05/18/21 Termination Date: 07/31/24 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 575,716.81 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: FM Capital Non-Bond Projects

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 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement 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): _____

Commencement 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: Keith E. Rogers Digitally signed by Keith E. Rogers Date: 2021.04.27 15:54:52 -07'00' Scott Loomis Digitally signed by Scott Loomis Date: 2021.04.27 16:02:55 -07'00'

Department: Procurement Terri Spencer Digitally signed by Terri Spencer Date: 2021.04.28 12:28:38 -07'00' Telephone: 520-724-3542

Department Director Signature/Date: _____ 4/29/21

Deputy County Administrator Signature/Date: _____ 4/29/21

County Administrator Signature/Date: _____ 4/29/21
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 27, 2021

The Facilities Management Department hereby issues formal notice to respondents to Solicitation No. SFQ-PO-2100009 for Architectural and Engineering Design Services: Richard Elias Mission Library Expansion and Renovation (XREMLB) that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 18, 2021.

Award is recommended to the most qualified Respondent.

AWARDEE NAME

Line and Space, LLC

OTHER RESPONDENT NAMES

Burns Wald-Hopkins Shambach Architects, Inc.
DWL Architects-Planners, Inc.
Poster Mirto McDonald, Inc.
Worksbureau, Inc.

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

Issued by: *Scott Loomis*, CPPB, (Division Manager)

Telephone Number: 520-724-8272

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

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

PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT

PROJECT: ARCHITECTURAL AND ENGINEERING DESIGN SERVICES: RICHARD ELIAS
MISSION LIBRARY EXPANSION AND RENOVATION (XREMLB)

CONSULTANT: LINE AND SPACE, LLC
627 E. SPEEDWAY BLVD.
TUCSON, ARIZONA 85705

CONTRACT NO.: CT-FM-21-406

AMOUNT: \$575,716.81

FUNDING: FM CAPITAL NON-BOND PROJECTS

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, LLC, 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 Richard Elias Mission Library Expansion and Renovation; 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. SFQ-PO-2100009, 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 May 18, 2021, and terminates on July 31, 2024, 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 (13 pages)**, an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with **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 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 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**.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed Five Hundred Seventy-Five Thousand Seven Hundred Sixteen Dollars and Eighty-One Cents (\$575,716.81).

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 (89 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.

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.

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 shall be at CONSULTANT'S own risk.

ARTICLE 5 – PROJECT BASELINE AND ADJUSTMENTS

- A. COUNTY and CONSULTANT have agreed upon the Project scope and the total CPFF, 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 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 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, their 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, 150 West Congress Street, Tucson AZ 85701, and Fax 520-724-4434.

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, defend, and hold harmless COUNTY, their 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, their 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, their officers, 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 and its SUBCONSULTANTS 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.

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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
Pima County Facilities Management Department
150 W. Congress, 3rd Floor
Tucson, Arizona 85701
Tel: (520) 724-3085

CONSULTANT:

Henry Tom, Principal
Line and Space, LLC
627 E. Speedway Blvd.
Tucson, Arizona 85705
Tel: (520) 623-1313

ARTICLE 22 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in SFQ-PO-2000009, 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:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

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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:

CONSULTANT:

Chair, Board of Supervisors

Signature

Date

HENRY TAYLOR, Principal, Line and Grace LLC
Name and Title (Please Print)

ATTEST:

5/4/2021

Date

Clerk of the Board

APPROVED AS TO FORM:

Victoria Buchinger
Deputy County Attorney

VICTORIA BUCHINGER
Name (Please Print)

May 3, 2021
Date

EXHIBIT "A" – SCOPE OF SERVICES (13 pages)



PIMA COUNTY FACILITIES MANAGEMENT

New Buildings Division

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

**SCOPE OF PROFESSIONAL SERVICES REQUIRED
DESIGN-BID-BUILD DELIVERY**

DATE (Version): April 16, 2020(2)
PROJECT NAME: Richard Elias Mission Library Expansion and Renovation
PROJECT LOCATION: 3770 South Mission Road

A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

1. General Provisions:

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

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

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

compliance with applicable codes or ordinances. Such accuracy, suitability, or completeness is the sole responsibility of the CONSULTANT for the Project.

If a responsive construction bid proposal for the Project is not received for an amount within the construction budget, the COUNTY shall implement options as defined in section 4 of this document.

The CONSULTANT shall prepare minutes of all meetings in the design phase between the COUNTY, and the CONSULTANT, for review and approval by the COUNTY. Meetings shall take place, on a bi-weekly basis (if required) with the COUNTY and the CONSULTANT'S TEAM through the design phase.

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. 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 Mission Road Library was built in 1977 and designed by Architectural Progress Ltd. Since the original construction of the existing facility there have been several small renovations but no complete upgrade of the building with the majority of the original systems still in use. The Pima County Library has evolved drastically since the completion of the original facility and the existing facility does not support their current service model and lacks the necessary spaces and infrastructure especially related to the integration of technology. The Mission Library is a high use location that provides many services to the community and the building needs to be renovated and expanded to allow the Library District to meet their needs.

The current library is approximately 10,600 sf and an expansion of approximately 4,000 -5,000 sf has been identified for the project. The scope of the project includes but is not limited to the following space requirements and the necessary infrastructure to support them.

- Replacement of the existing Mechanical, Plumbing and Electrical building systems to meet current codes, the needs of the existing facility and the expansion area
- Improvements necessary to meet accessibility requirements
- Improvements for Energy Use Reduction and compliance with current energy codes
- Large Meeting/Community Room with exterior space
- Private Study Rooms
- Separated Children's Room with exterior space
- Teen Area/Maker Space
- Larger Staff Work Room
- Circulation Desk
- Expanded/Upgraded Restrooms
- Expanded Computer Commons Area
- Site Improvements including Parking, Hardscape, Landscape, etc.
- Utility Upgrades to support the expansion

The existing building is a fairly modest, simple design which includes an entry arch, a triangular floor plan with a single large open area that encompass all of the public functions except for the meeting room. The logical area for expansion is to the east since the other three sides are bound by existing

vehicular circulation. With the expansion a new entry aesthetic/space is desired to express the change and modernization of the library. The three existing interior light wells, art work and clock shall remain in the renovation of the library.

The COUNTY with approval by the City of Tucson has recently renamed the library in honor of the late Supervisor Richard Elias. A remembrance wall/location will be a part of the project in coordination with the Arts Foundation of Southern Arizona as the public art component of the project.

The County's Project Team will consist of representatives from Pima County Facilities Management (PCFM) who will have final decision making authority during both the design and construction phases. Other participants on the design team may include members from the Library District.

See EXHIBIT "A-1" showing the planned area of expansion.

3. Architectural/Engineering Services

Design services for this project shall consist of Pre-design, Schematic Design, Design Development, Construction Documents, Bidding and Negotiation and Construction Administration as described further in the Design Services Detail section below.

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 in three submittals
 - 50% CD Review
 - 90% CD Review
 - 100% Bid Documents
- Bidding and Negotiation
- Construction Administration
- Record Drawings

These Design services shall include the following disciplines:

- Architectural
- Civil Engineering
- Surveying
- Landscape Architecture
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Delegated Design
- Electrical Engineering
- Telecommunication Systems Design & Coordination with Pima County
- Fire Alarm Delegated Design
- Cost Estimating at all phases
- Audio/Visual Design
- Acoustical Design
- Security/Access Control Design & Coordination with Pima County
- Building and Wayfinding Identification Signage
- ADA Compliance
- Public Art Coordination
- Interior Design/Furniture and Room Signage Coordination with Pima County

CONSULTANT to provide interior space planning services and conceptual furniture layout with consultation with Pima County Facilities Management. A 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.

CONSULTANT to provide design services for infrastructure, cabling, and layout of IT, A/V, and security systems with consultation with Pima County Facilities Management in order to provide the documentation of complete systems.

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

4. Estimated Budget & Cost Control

The total construction budget for this Project shall not exceed **\$3,300,000**. The construction delivery method 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 the Consultant's estimate of the Cost of Work exceeds the Construction Budget, **at any phase/submittal**, Pima County shall have the following options:

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

At each submittal phase, the COUNTY and the CONSULTANT will review the cost estimate for approval.

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

- a. Pre Design – 2 Month
- b. Design through Construction Document – 10 Months
- c. Permits and Bidding – 3 Months
- d. Construction – 12 Months
- e. Project Closeout – 2 Months

The master project schedule shall be developed by the CONSULTANT per the above timelines with input from the COUNTY and the Project Team.

6. Pre-Design Services Detail:

1. Existing Conditions Survey:

The CONSULTANT shall provide a survey, through a State of Arizona Registered Land Surveyor (RLS), with sufficient detail to design the project. At a minimum, it shall include the following as appropriate: property lines (providing lengths and bearings of each); setting iron pins at property corners; legal description, including any existing easements on site; identification of all onsite structures and features including, but not limited to, existing buildings, solar/shade canopies, hardscape, landscape, fencing, lighting and utilities; topographic contours at one foot intervals and spot elevations at 25 foot centers, and at all breaks in curbs and sidewalks; horizontal location, for all above ground utilities; location of all existing trees of 3 inch caliper and greater as well as 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 become familiar with the site.

The COUNTY shall obtain the services of a private utility locator to determine size and depth of utilities if not available thru records. The CONSULTANT shall have the civil engineer provide proposed locations for pot-holes and be on site to observe and document the exposed utilities.

All drawings prepared by the CONSULTANT shall be in AutoCAD (2019, or newer, format) using the National CAD Standards Layering Convention.

2. Program Verification:

At the award of this contract, the CONSULTANT shall meet with the project stakeholders to verify the program, functional needs and organizational relationships of the new building. The previously developed building program will be given to the CONSULTANT at the time of award outlining the general project requirements, this will be used as a starting point for the verification.

3. Existing Building Survey and Documentation:

The CONSULTANT shall visit the existing building and document the existing conditions for incorporation into the design and construction documents. The COUNTY will assist in providing access to areas to review and document the existing conditions. The COUNTY will provide the CONSULTANT with the existing record drawings but it is the CONSULTANT'S responsibility to verify the existing conditions. Due to the age of the existing building the accuracy of the record drawings is not reliable.

7. Design Services Detail:

a. Applicable Codes and Regulations:

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

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

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

The CONSULTANT must comply with Pima County Zoning requirements.

b. Schematic Design Phase:

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

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

The Schematic Design Submittal shall provide the information necessary to proceed to the Construction Document Phase of the Project and shall include at a minimum drawings, design narratives from each discipline, outline specifications, calculations, utility capacities, and other documents which establish the general scope and conceptual design, and any other preliminary concern specific to the Project. The submittal shall consist of files in PDF and AutoCAD formats.

The CONSULTANT shall include the current version of the LEED Scorecard indicating the points towards LEED Silver. No engineering calculations or additional architectural effort will be provided to support the LEED scorecard.

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

Within two weeks after the submittal, 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.

The COUNTY will provide written review comments and the CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments one week prior to the next submittal. A document review session will be held with the COUNTY and the CONSULTANT.

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

c. Design Development Phase:

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

The CONSULTANT shall include the current version of the LEED Scorecard indicating the points towards LEED Silver. No engineering calculations or additional architectural effort will be provided to support the LEED scorecard.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, CMAR, Project team and the CONSULTANT. The submittal shall consist of PDF and AutoCAD.

Within two weeks after the submittal, 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 COUNTY will provide written review comments and the CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments one week prior to the next submittal.

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

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

The CONSULTANT shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including preliminary drawings, book Specifications and produce cut-sheets (50% & 90% level for all disciplines), and any calculations or reports not included in the drawing set, setting forth in detail the requirements for the construction of the entire Project, including coordination between the various applicable disciplines, including various utility providers, and shall be familiar with the standard Pima County 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 submittal shall consist of files in PDF and AutoCad formats.

The CONSULTANT shall include the current version of the LEED Scorecard indicating the points towards LEED Silver. No engineering calculations or additional architectural effort will be provided to support the LEED scorecard.

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

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

Within two weeks after each submittal, the CONSULTANT shall submit a revised Estimate of Construction Cost. Provide itemized costs for materials and labor for each portion of the construction.

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. Upon the completion of each submittal the COUNTY will provide written review comments and the CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments prior to the next submittal.

The CONSULTANT must receive from the COUNTY written approval of 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 to obtain the building permits and begin the procurement process to obtain a General Contractor. This submission includes sealed drawings and full (book) specifications, calculations and product cut sheets, setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines, including utility providers, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract.

The CONSULTANT shall conduct an in-house quality review session prior to submission to the COUNTY.

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

The CONSULTANT shall provide the COUNTY with all required documentation for submittal for the Construction Permit, or any other permits, or review processes required by said governmental authorities. These documents shall include, but not limited to, completed plans, specifications, special inspection certificates (if necessary) International Energy Conservation Code compliance documentation for the building envelope (architect), HVAC (mechanical engineer), and lighting (electrical engineer), and other design related calculations. The COUNTY will submit these documents to Development Services and other agencies for permit review. The project will be permitted thru Pima County even though it is located within Tucson city limits.

The CONSULTANT shall provide an updated LEED Scorecard at this time. No engineering calculations or additional architectural effort will be provided to support the LEED scorecard.

The CONSULTANT shall submit an Estimate of Construction Cost with the 100% CD submittal. Provide itemized costs for materials and labor for each portion of the construction related to each discipline.

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 Documents. Should Addenda become necessary, the CONSULTANT shall assist in preparing same with direction provided by the COUNTY's Project Manager. The CONSULTANT shall review any prior approvals requested during the bid. The CONSULTANT will assist in the review of bids, if necessary, 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:

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 upon completion of the final acceptance of the Close-Out Document package. The CONSULTANT shall assist the COUNTY in a timely completion of the Close-Out Documents. 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 or by video conference with Contractor and the COUNTY and provide and distribute written minutes of the meetings to all attendees.

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

The CONSULTANT shall immediately notify the COUNTY if the Contractor is failing to carry out the work in accordance with the Contract Documents, and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The CONSULTANT shall prepare a list of critical construction inspection times and items to be inspected, and said schedule shall be made part of the successful Contractor's required performance.

Notwithstanding any provisions of previous paragraphs, and based on such observations at the site and on the Contractor's Applications for Payment, the CONSULTANT shall determine the amount owing to the Contractor and certify the payment of such amounts on the Contractor's Applications for Payment.

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

The CONSULTANT may decline to approve an Application for Payment and may reject 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, or;

Incomplete as-built drawings.

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

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

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

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

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

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

The CONSULTANT shall review and approve shop drawings, samples, and other submissions 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.

h. Project Close Out

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

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

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

B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

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

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager.
2. A Project Manager from Facilities Management assigned to work with the CONSULTANT;
3. Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;
4. Any reports and/or mitigation known to Pima County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
5. Any building Materials and Finishes Standards desired by the COUNTY;
6. Apply for and pay all building permit fees including utilities;
7. Consultation with Pima County officials as required.
8. Obtain and pay for third party Commissioning Agent.
9. PC FM will Provide Pima County Design and Construction Standards.

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EXHIBIT "A-1" – SITE PLAN

Mission Library Renovation & Expansion



END OF EXHIBIT "A"

EXHIBIT "B" - COMPENSATION SCHEDULE (89 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)

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, PCRWRD will consider modifying cost allocations. The total compensation may be increased only by formal amendment to this agreement.

C. Progress Payments

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

D. The Fixed Fee for each assignment will be negotiated on a case-by-case basis. The fee will be a percent of 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 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
 - 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
- i. Interest Expense
- j. Political and Charitable Contributions
- k. Lobbying Costs
- l. Fines & Penalties
- m. Alcohol
- n. Contingencies
- o. Bad Debt Expense
- p. Profit Distribution
- q. Public Relations and Related Advertising
- r. Accelerated Depreciation
- s. Losses on Other Contracts
- t. Organization / Reorganization
- u. Patents
- v. Goodwill
- w. Labor Relations
- x. Legal Expenses Caused by Negligence or Mistakes
- y. Personal Use of Company Assets (Vehicles, e.g.)
- z. Related Party Expenses that Exceed the Costs of Ownership
- aa. Unreasonably High Executive Compensation
- bb. Unreasonably High Indirect Labor
- cc. Unreasonably High Rent

3. INVOICING

CONSULTANT will submit invoices monthly, at the Monthly Progress Meeting, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. (Acceptance of the invoice at this meeting is not mandatory. 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
henryt@lineandspace.com

April 16, 2021

Scott Loomis, Procurement Officer
Pima County Procurement Department
Design and Construction Division
150 West Congress Street 5th Floor
Tucson, Arizona 85701

RE: Richard Elias Mission Library Expansion and Renovation
Fee Proposal Revision 3

Dear Mr. Loomis:

Enclosed is our revised fee proposal for the Richard Elias Mission Library Expansion and Renovation. Our fee is based on our understanding of the project and the Scope of Professional Services Required dated November 3, 2020(1).

Please note the following regarding our Fee:

- The fee is based on the scope of a 4,000-5,000sf facility expansion with a construction budget of \$3,300,000.00
- 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 would serve the project via the use of a private service lines
- Environmental reports are not included
- Traffic Study is not included, a Traffic Memorandum is included in the fee
- Support utility easements, legal descriptions and processing is not included
- Drainage Study is not included
- Offsite improvement plans (roadway, drainage, utilities, sewer, water, and fire service) are not included
- No destructive investigation will be part of the work for the Existing Conditions Survey, only visual observations of areas accessible will provide information to complete the survey
- Pima County will provide as built drawings of the existing facility, the information provided in these drawings will be relied upon to complete the new expansion and design
- Fire protection design is by Performance Specification
- All design project meetings are held in Tucson
- CA fee is based on a 12-month construction period
- No LEED submittal or certification is required. No engineering or calculations will be provided to support the LEED scorecard submittals
- Room and Interior wayfinding signage are included. 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
- Enclosed Line and Space markup of the Scope of Professional Services Required dated November 3, 2020(1)

An American Institute of Architects Western Mountain Region Firm of the Year



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

April 16, 2021

- LS Profit/Fee has been reduced from 8% to 6.5%.
- Programming fee includes a separate line item for community meetings
- The overall fee, including the reduction of the Line and Space and consultant fees, has been reduced from \$642,276.51 (original fee) to \$575,716.81 (REV. 3). This fee includes a 10% Design Contingency.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Henry Tom', written over a faint, larger signature.

Henry Tom, FAIA, NCARB,
Principal Line and Space, LLC.

Pima County Richard Elias Mission Library Expansion and Renovation

Fee Summary per Discipline

Line and Space, LLC

Line and Space, LLC

3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/16/2021

Cost Summary

Basic Services	Total Fee for Phase	L and S	L and S	Consultant	L and S	Subtotal	Presidio	McGinn	Turner	KW	M3	MCH	RLB	Presidio	Presidio	Presidio
		Total	Profit/Fee @ 6.5%	Profit/Fee @ 0%	Architects	Consultants	Civil	Landscape	Structural	Mechanical	Electrical	AV	Cost Est.			
Conceptual and Schematic Design	\$63,047.41	\$39,732.67	\$2,425.00	\$0.00	\$37,307.67	\$23,314.74	\$3,684.40	\$2,665.00	\$1,000.00	\$5,667.34	\$2,565.00	\$2,033.00	\$5,700.00	\$0.00	\$0.00	\$0.00
Design Development	\$96,426.50	\$39,052.93	\$2,383.51	\$0.00	\$36,669.42	\$47,373.57	\$13,628.47	\$2,070.00	\$4,450.00	\$8,318.10	\$5,510.00	\$4,177.00	\$7,420.00	\$0.00	\$0.00	\$0.00
Construction Documents	\$204,689.71	\$106,672.21	\$6,510.51	\$0.00	\$100,161.70	\$97,997.50	\$20,670.22	\$9,995.00	\$16,600.00	\$22,216.28	\$10,060.00	\$4,636.00	\$13,220.00	\$0.00	\$0.00	\$0.00
Bidding	\$6,561.27	\$1,436.65	\$87.68	\$0.00	\$1,348.97	\$5,124.62	\$528.06	\$880.00	\$720.00	\$879.56	\$575.00	\$1,442.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Administration	\$113,450.20	\$85,713.12	\$5,231.32	\$0.00	\$80,481.80	\$27,737.08	\$6,418.70	\$3,210.00	\$4,930.00	\$3,365.38	\$4,130.00	\$5,683.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Fee for Basic Services	\$474,155.09	\$272,607.58	\$16,638.02	\$0.00	\$255,969.56	\$201,547.51	\$44,929.85	\$19,620.00	\$27,700.00	\$41,546.66	\$23,440.00	\$17,971.00	\$26,340.00	\$0.00	\$0.00	\$0.00

Supplemental Services	Total Fee for Phase	L and S	L and S	Consultant	L and S	Subtotal	Presidio	McGinn	Turner	KW	M3	MCH	RLB	Presidio	Presidio	Presidio
		Total	Profit/Fee @ 6.0%	Profit/Fee @ 0%	Architects	Consultants	Civil	Landscape	Structural	Mechanical	Electrical	AV	Cost Est.	Survey	Traffic	Drainage
Existing Conditions Survey	\$3,808.86	\$3,808.86	\$232.47	\$0.00	\$3,576.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Programming	\$17,722.62	\$16,602.62	\$1,013.31	\$0.00	\$15,589.31	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Programming - Community Meeting	\$2,504.11	\$2,504.11	\$152.83	\$0.00	\$2,351.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Survey	\$12,765.21	\$802.21	\$48.96	\$0.00	\$753.25	\$11,963.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,963.00	\$0.00	\$0.00
Geotechnical - NIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LEED (Score Card Only)	\$1,716.49	\$1,716.49	\$104.76	\$0.00	\$1,611.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Furniture Assistance	\$3,315.54	\$3,315.54	\$202.36	\$0.00	\$3,113.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Art Coordination (No Charge)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Traffic Memorandum	\$6,539.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,539.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,539.00	\$0.00
Drainage Statement (NIC)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Structural Special Inspections- NIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Fee for Supplemental Services	\$48,371.82	\$28,749.82	\$1,754.68	\$0.00	\$26,995.14	\$19,622.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$11,963.00	\$6,539.00	\$0.00

Expenses	Total Expenses for Phase	L and S	L and S	Consultant	L and S	Subtotal	Presidio	McGinn	Turner	KW	M3	MCH	RLB	Presidio	Presidio	Presidio
		Total	Profit/Fee @ 0%	Profit/Fee @ 0%	Architects	Consultants	Civil	Landscape	Structural	Mechanical	Electrical	AV	Cost Est.	Survey		
Conceptual and Schematic Design	\$426.00	\$426.00	\$26.00	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Development	\$106.50	\$106.50	\$6.50	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bidding	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Administration	\$159.75	\$159.75	\$9.75	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Existing Conditions Survey	\$53.25	\$53.25	\$3.25	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Programming	\$159.75	\$159.75	\$9.75	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Survey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Geotechnical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LEED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$852.00	\$852.00	\$52.00	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Services and Expenses Each Discipline \$302,209.41 \$18,444.71 \$0.00 \$283,764.70 \$221,169.51 \$44,929.85 \$19,620.00 \$27,700.00 \$41,546.66 \$23,440.00 \$19,091.00 \$26,340.00 \$11,963.00 \$6,539.00 \$0.00

Total Fee Services and Expenses \$523,378.92

Design Contingency @10% \$52,337.89

TOTAL \$575,716.81

Henry Tom, FAIA, Principal Line and Space, LLC

Date

4/16/2021



Line and Space, LLC
627 East Speedway
Tucson, Arizona 85705
520.623.1313
520.623.1303 fax
studio627@lineandspace.com

March 12, 2021

Certification of Overhead Rate
Line and Space, LLC.

Overhead Rate for PC Richard Elias Mission Library Expansion and Renovation

The Overhead Rate of 165% utilized for this contract is the same overhead rate that has been approved for use by the following Line and Space contracts:

- US Department of the Interior Bureau of Land Management – IDIQ contract
- US Department of the Interior Fish and Wildlife Services – IDIQ contract
- Pima County Pima Animal Care Center
- Pima County Flowing Wells Library

The Overhead Rate of 165% utilized for this contract is the same overhead rate that has been approved for use by the following active Line and Space contracts:

- US General Services Administration – Pacific Rim Region IDIQ contract
- Arizona Game and Fish – IDIQ contract
- Arizona State Parks and Trails – IDIQ contract
- University of Arizona – IDIQ contract
- Sul Ross State University – IDIQ contract
- State of Arizona – IDIQ contract
- City of Tucson – IDIQ contract
- Pima County – QC Contract
- Pima County Sahuarita Regional Library
- Pima County Martha Cooper Library Addition

The information provided above are correct and factual.

Witness the signature and seal of the undersigned this _____ day of _____

Witness:

Line and Space, LLC

Signature

Heather Tong

Print or Type

Official Title

[Signature]

Signature

Principal

Official Title

Notary Seal

An American Institute of Architects Western Mountain Region Firm of the Year

Hourly Rate Schedule

Richard Elias Mission Library Expansion and Renovation Fee Proposal.

Pima County Richard Elias Mission Library Expansion and Renovation

Hourly Rate Schedule 2021

Line and Space, LLC

3/31/2021

Personnel Classification	2021 Hourly Rate
---------------------------------	-------------------------

Architectural - Line and Space, LLC	
--	--

Principal III - Designer	\$165.91
Principal II - Senior Associate	\$160.47
Principal I - Project Manager	\$143.87
Project Architect III	\$138.35
Project Architect II	\$132.80
Project Architect I	\$127.02
Staff Architect III	\$117.94
Staff Architect II	\$108.84
Staff Architect I	\$104.52
Staff III	\$81.65
Staff II	\$72.55
Staff I	\$63.48
Specification Writer	\$127.02
Student Intern II	\$45.36

Civil Engineers - Presidio Engineering	
---	--

Principal	\$155.00
Project Manager	\$131.02
Sr. Civil Designer	\$104.01
Civil Designer I	\$94.01
Sr. CADD Operator	\$89.01
Administrator II	\$104.01
Admin Asst.	\$64.02

Landscape Architect - McGann and Associates	
--	--

Principal/Reg. Landscape Architect	\$130.00
Project Manager/Reg. Landscape Architect	\$110.00
Landscape Designer	\$80.00
CAD Technician	\$75.00
Clerical	\$60.00

Structural - Turner Structural	
---------------------------------------	--

Principal	\$150.00
Senior Structural Engineer	\$125.00
Senior CAD Tech	\$85.00
CAD Designer	\$65.00

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

Principal	\$99.89
Project Manager	\$86.60
AE	\$78.29
Designer	\$70.66
Clerical	\$46.98

Personnel Classification	2021 Hourly Rate
---------------------------------	-------------------------

Electrical Engineers - M3	
----------------------------------	--

Electrical Project Manager	\$130.00
Electrical Sr Designer	\$115.00
Electrical Designer I	\$85.00
Electrical Designer II	\$75.00
Clerical	\$65.00

AV - MCH	
-----------------	--

Principals	\$95-\$220
Senior Consultant/PM	\$105-\$155
Associate Consultant	\$60-\$125

Cost Estimating - Rider Levett Bucknall	
--	--

Senior Cost Manager	\$160.00
Cost Manager	\$135.00

Anticipated Project Schedule

Richard Elias Mission Library Expansion and Renovation Fee Proposal

Anticipated Project Schedule

Richard Elias Mission Library Expansion and Renovation
Line and Space, LLC

March 22, 2021

Duration	Phase
2 Month	Programming
2 Months	Schematic Design
4 Months	Design Development
6 Months	Contract Documents
3 Months	Permit and Bidding (per PC)
12 Months	Construction (per PC)

Duration does not include time for Pima County review and approval

Line and Space

Richard Elias Mission Library Expansion and Renovation Fee Proposal

Line and Space, LLC
3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/16/2021

Line and Space, LLC
3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/16/2021

	House	Bonded-II	Principal-I	Principal-III	P Arch. II	P Arch. III	P Arch. I	Staff Arch. III	Staff Arch. II	Staff I	Staff II	Soc. Worker	Student Intern
2 Conceptual Design													
Phase coordinator / coordinating services meeting and workshop													
Phase Project Coordination	2	1											
Coordination of engineering consultants	2	1											
Design meetings with engineering Consultants	0	0											
Project coordination and construction work	0	0											
Project coordination and construction work	0	0											
Concept design	20	26								2			
Concept presentation drawings	10	8								4			
Drafting technical submittals	7	1								1			
Phase A Conceptual programming	1	1								2			
Conceptual program Meeting	0	2								1			
Document Conceptual Program Meeting & Distribution Admin	1	1								1			
Staff Hours	74	40								0			
Rate	\$148.59	\$132.22								\$176.34			
Total Direct Labor	\$6,141.50	\$2,664.41								\$117.61			
										\$109.21			
										\$100.78			
										\$75.63			
										\$87.18			
										\$58.78			
										\$117.61			
										\$61.00			
										\$176.34			
										\$100.00			
										\$288.13			

Page 1

Conceptual Design and Schematic Design

Line and Space, LLC
3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/16/2021

	Air		Hotel		Food		Rental Car		Traveling		Materials		Representing/Phone LD		TOTAL	
	seminar	cost	rooms	nights	cost/night	per person	days	cost/day	Total	Cars	days	cost/day	Total	cost	seminar	TOTAL
Contingent Printing and Coordination Printing	0	\$150.00	0	0	\$100.00	0	0	\$40.00	\$0.00	0	0	\$80.00	\$0.00	0	0	\$150.00
Seminaric Printing - By Prime County	0	\$150.00	0	0	\$160.00	0	0	\$40.00	\$0.00	0	0	\$80.00	\$0.00	0	0	\$150.00
50% Schematic Progress - By Prime County	0	\$150.00	0	0	\$160.00	0	0	\$40.00	\$0.00	0	0	\$80.00	\$0.00	0	0	\$150.00
Final Schematic - By Prime County	0	\$150.00	0	0	\$160.00	0	0	\$40.00	\$0.00	0	0	\$80.00	\$0.00	0	0	\$150.00
Savvy Model Building Material	0	\$150.00	0	0	\$160.00	0	0	\$40.00	\$0.00	0	0	\$80.00	\$0.00	0	0	\$150.00
Prize-Action Model Building Material + Base (no crown, white museum board model)	0	\$150.00	0	0	\$160.00	0	0	\$40.00	\$0.00	0	0	\$80.00	\$0.00	0	0	\$150.00
Meeting Materials and Misc. mailings	0	\$150.00	0	0	\$100.00	0	0	\$40.00	\$0.00	0	0	\$80.00	\$0.00	0	0	\$150.00
Support Expenses	0		0	0		0	0			0	0			0	0	

[illegible]

Pinna County Richard Elias Mission Library Expansion and Renovation

3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/16/2021

Line and Space, LLC

Line and Space, LLC

1	Design Development	Hours	Principal III	Principal II	Principal I	P. Arch. III	P. Arch. II	P. Arch. I	Staff Arch. III	Staff Arch. II	Staff II	Staff I	Spec. Writer	Student Intern II
1	Phase coordination - scheduling, develop strategy and work list	2	1	1	1									
2	Phase Kickoff and Misc Coordination	2	1	1	1									
3	Construction and Design with engineering consultants	8	4	4	4									
4	Design meetings with engineering consultants	11	1	1	1									
5	Quality control - checking of consultant work	6	2	2	2									
6	Project research and obtain project information	4	2	2	2									
7	DD - Code Check	16	1	1	1									
8	DD - Plans	21	1	1	1									
9	DD - Sections	71	1	1	1									
10	DD - Elevations	71	1	1	1									
11	DD - Typical Details	41	1	1	1									
12	DD - Finish Schedule	26	1	1	1									
13	DD - Final Material selections (materials and color boards)	23	1	1	1									
14	DD - Equipment Layout	8	1	1	1									
15	DD - Office Specifications	23	1	1	1									
16	Statement of Probable Construction Cost - Coordination Only	4	1	1	1									
17	Qualification - checking program	3	1	1	1									
18	Final DD Phase program preparation	10	1	1	1									
19	Final DD Phase program meeting	8	1	1	1									
20	Final DD Document program meeting + distribution	2	1	1	1									
21	Admin	2	1	1	1									
22	Staff Hours	417	153.67	148.88	133.22	128.10	122.96	117.81	102.21	100.78	87.09	88.78	117.81	12
23	Sub													
24	Total Client Labor		\$2,458.72	\$1,425.95	\$1,281.02	\$1,281.02	\$1,229.96	\$1,178.01	\$1,022.21	\$1,007.78	\$870.90	\$887.80	\$1,178.01	\$420.00
25														\$39,888.42

2	SUMMARY	Hours	Principal III	Principal II	Principal I	P. Arch. III	P. Arch. II	P. Arch. I	Staff Arch. III	Staff Arch. II	Staff II	Staff I	Spec. Writer	Student Intern I
1	Consulting Printing and Internal Progress and Coordination Printing	1	1	1	1									
2	DD Site to PC (P. Arch. II) - P. Arch. II	1	1	1	1									
3	Material Selections (materials and color boards)	1	1	1	1									
4	Meeting Materials and Misc. meeting	1	1	1	1									
5	Support Expenses	1	1	1	1									
6	Sub													
7	Total Direct Labor		\$1,458.67	\$1,425.95	\$1,281.02	\$1,281.02	\$1,229.96	\$1,178.01	\$1,022.21	\$1,007.78	\$870.90	\$887.80	\$1,178.01	\$420.00
8	Total Support Expenses													\$39,888.42
9	Total													\$39,719.42

2 SUMMARY

Hours	Principal III	Principal II	Principal I	P. Arch. III	P. Arch. II	P. Arch. I	Staff Arch. III	Staff Arch. II	Staff II	Staff I	Spec. Writer	Student Intern I
417	153.67	148.88	133.22	128.10	122.96	117.81	102.21	100.78	87.09	88.78	117.81	12
Sub												
Total Direct Labor	\$2,458.72	\$1,425.95	\$1,281.02	\$1,281.02	\$1,229.96	\$1,178.01	\$1,022.21	\$1,007.78	\$870.90	\$887.80	\$1,178.01	\$420.00
Total Support Expenses												\$39,888.42
Total												\$39,719.42

Line and Space, LLC

Line and Space, LLC

	Air travel	Hotel	Food	Rental Car	Materials	Repro/Printing/Phone LD	TOTAL
	cost	Total	meal/night	days	cost/day	Total	
Consultant Printing and Internal Programs and Coordination Printing	\$0	\$0.00	0	0	\$0	\$0.00	\$0.00
50% C/D Space - By Prime County	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00
50% C/D Space - By Prime County	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00
Final CD Spaces (2 set) - By Prime County	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00
Budget Expenses							\$0.00

Bidding

Line and Space, LLC

3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/16/2021

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Supply
services

[illegible]

Construction Administration

Line and Space, LLC

Line and Space, LLC

[illegible]

	Air	Hotel	Food	Rental Car	Outsiding	Miscellaneous	Repro/Printing/Phone/LD
	transfers	cost	rooms	days	cost/day	total	total
Supplies	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00
Misc. Copy/printing	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00
Observation Services	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00
Oil and Fuel Documents	0	\$0.00	0	0	\$0.00	\$0.00	\$130.00
Record drawings printing - By Plains County	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00
CA Support Expenses							\$150.00

2 SUMMARY

[illegible]

Line and Space, LLC
3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/16/2021

Line and Space, LLC

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	52
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Total Direct Labor

Other: Materials for field work, lab trips, existing plans, surveys
Existing Conditions Support Expense - Internal to LG

[illegible]

Total Direct Labor
Total Support Expenses - Internal to L3
Total

Line and Space, LLC
3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/16/2021

Honors.....	Principals I.....	Principals II.....	Principals III.....	P.Arch.I.....	P.Arch.II.....	P.Arch.III.....	Staff Arch.I.....	Staff Arch.II.....	Staff Arch.III.....	Staff Arch.IV.....	Staff I, Spec. Writer.....	Student Intern I.....
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Total Direct Labor

	Air		Hotel		Food		Rental Car		Materials		Repro/Printing/Phone/LD	
	transfers	cost	Total	rooms	nights	zoo/night	Total	per person	days	cost/day	Total	Total
	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
Obtain nage documents	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
Workshop Manila + Print workshop items	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$200.00
Misc Coordination	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
Supper Expenses	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$300.00

[illegible]

Total Direct Labor

	Alt	Model	Project	Cost	Days	Cost/day	Days	Cost/day	Materials	Reproducing/Phone L.D	TOTAL
	travelers	rooms	persons						Total	Total	
Draft Document Production - By Pine County	0	0	0	\$0.00	0	\$0.00	0	\$0.00	\$0	\$0.00	\$0.00
Draft Document Production - By Pine County	0	0	0	\$0.00	0	\$0.00	0	\$0.00	\$0	\$0.00	\$0.00
Final Document Production - By Pine County	0	0	0	\$0.00	0	\$0.00	0	\$0.00	\$0	\$0.00	\$0.00
Final Document Production - By Pine County	0	0	0	\$0.00	0	\$0.00	0	\$0.00	\$0	\$0.00	\$0.00
Expenditures									\$0	\$0.00	\$0.00

[illegible]

Total Direct Labor
Total Support Expenses
Total

Project Programming - Community Meetings

Line and Space, LLC

3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/8/2021
Line and Space, LLC

[illegible]

	Air	Hotel	Food	Rental Car	Materials	Reproducible/Phone LD					
	tires/tires	cost	rooms	nights	catering	per person	days	total/day	Total	Material	Total
Oklahoma map documents	0	\$0.00	0	0	\$0.00	\$0.00	0	\$0.00	\$0	\$0.00	\$0.00
Workshop Materials + Print workshop items	0	\$0.00	0	0	\$0.00	\$0.00	0	\$0.00	\$0	\$0.00	\$0.00
Misc Coordination	0	\$0.00	0	0	\$0.00	\$0.00	0	\$0.00	\$0	\$0.00	\$0.00
Support Expenses	0	\$0.00	0	0	\$0.00	\$0.00	0	\$0.00	\$0	\$0.00	\$0.00

2. SUMMARY

[illegible]

Surveys

Line and Space, LLC

3/22/2021 REV. 1 3/31/2021 REV. 2 4/8/2021 REV. 3 4/16/2021
Line and Space, LLC

[illegible]

2 SUMMARY

[illegible]

QJF7

Line and Space, LLC

Hours	Principal-I	Principal-II	Principal-III	P Arch-I	P Arch-II	P Arch-III	Staff Arch-I	Staff Arch-II	Staff Arch-III	Staff I	Staff II	Staff III	Spec. Writer	Student Intern-I
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[illegible]

Printing
Support Exports

Materials	Reconstituting/Pharm Lo	TOTAL
Total	Total	
\$0.00	\$0.00	\$0.00
		\$0.00

[illegible]

Total Direct Labor
Support Expenses
Total

\$1,641.73
\$4.00
\$1,641.73

Furniture Assistance

Line and Space, LLC

3/22/2021 REV. 1 3/31/2021 REV. 2 4/9/2021 REV. 3 4/16/2021

Line and Space, LLC

Hours	Principal-III	Principal-II	Principal-I	P Arch-III	P Arch-II	P Arch-I	Staff Arch-III	Staff Arch-II	Staff Arch-I	Staff II	Staff I	Spec. Writer	Student Intern #I
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[illegible]

Air		Hotel				Food				Rental Car				Materials				Repro/Mailing/Phone LD		TOTAL	
travelers	cost	Total	rooms	nights	cost/night	Total	persons	days	cost/day	Total	Cars	days	cost/day	Total	Total	\$0.00	Total				
0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0	\$0.00	\$0.00		\$0.00		

2 SUMMARY

[illegible]

Presidio Engineering

Richard Elias Mission Library Expansion and Renovation Fee Proposal



Revised March 29, 2021
March 11, 2021

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

**Subject: Revised Professional Services Agreement for
Pima County Richard Elias Mission Library Expansion and Renovation
(A Portion of Tax Parcel No. 119-21-040C)
Presidio Engineering Job No. 121001-01-0010**

Dear Mr. Tom:

In accordance with your request, we have prepared the attached revised Professional Services Agreement (Agreement) for providing professional civil site engineering assistance for the above referenced project.

Please review this attached 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 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.

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.

Sincerely,
PRESIDIO ENGINEERING, INC.

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

Attachments

JDW/taw

K:\PENG\JOBS\Jobs2021\121001\Agreements\Agreements\ - Prelim\Revised Agreement\CL121001.Revised.2021.03

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



Presidio
ENGINEERING, INC.

CIVIL • LAND DEVELOPMENT • WATER RESOURCES

REVISED

PROFESSIONAL SERVICES AGREEMENT

FOR

**PIMA COUNTY RICHARD ELIAS MISSION LIBRARY
EXPANSION AND RENOVATION
(A Portion of Tax Parcel No. 119-21-040C)**

**Revised March 29, 2021
March 12, 2021**

Presidio Engineering Job No. 121001-01-0010

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 City of Tucson, Pima County, Arizona.

Further for the purposes of developing our scope of work (SOW) and fees for this Agreement, 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 Richard Elias mission Library expansion and renovation project located at 3770 S. Mission Road, Tucson, AZ per Solicitation NO. SFQ-PO-2100009.

B. The project site is County owned land located within the limits of the City of Tucson (COT) and that the project is to be processed through Pima County Development Services rather than the City of Tucson.

Further, only above ground threshold (first flush) retention in accordance with the City's current code will be required. No detention will be needed.

Additionally, the project is also to be in accordance with the State Fire Marshal's Office.

C. The site is a previously developed library facility containing a single 10,600 SF building along with parking and landscape improvements.

D. The County is proposing a 4,000 to 5,000 SF expansion of the existing building.

Further, it is understood that the current points of access from the adjacent park, as well as Ajo Way/ Mission Road, along with the existing limits of the parking lot will not be altered.

E. A Site Plan in compliance with the Pima County Zoning Code along with the necessary zoning and parking notes is to be prepared by others for this expansion and is not included within the SOW or fees of this Agreement.

1 of 12

INITIAL _____

K:\PENGOBS\Jobs\2021\121001\Agreements\Agreements1 - Prelim\Revised Agreement\121001.Revised.2021.docx

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

- F. 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 set as a part of the Design Development Phase and 50%, 90% and 100% grading, drainage and paving plan set as part of the Construction Document Phase.

It should be noted that the preparation and processing of a Stormwater Pollution Prevention Plan (SWPPP) along with an Erosion and Sediment Control Plan will also be included within the Construction Document Phase since it is anticipated that the area of disturbance will be larger than one acre.

- G. Additionally, it is understood that this development will not be a LEED project.
- H. Wet and dry utility services to the expansion are to be provided by connection to the existing building utility services by making internal connections and thus the extension/relocation of any on and/or off-site wet and dry utilities are not included within the SOW and fees of this Agreement.
- I. The need for off-site roadway improvements to support this project is unknown and is dependent on the preparation of a Traffic Analysis.

Further, it is not clear if the County will require a Traffic Analysis as a part of this project.

However, on previous similar projects, the Client has requested the preparation of a Traffic Memorandum. Thus, the preparation of a Traffic Memorandum has been included within this Agreement as an optional service.

Additionally, due to the lack of a current Traffic Memorandum and based upon discussions with the Client, this Agreement excludes the preparation of any off-site roadway improvements.

- J. It is important to note that with respect to the County's site survey requirements, our SOW and fees contained within this Agreement do not include physically locating (example: potholing) and/or evaluating/sizing (example: CCTV) existing below grade wet and dry utilities. Nor does this Agreement include determining capacity of said existing facilities.

Further, this Agreement relies on the base map/as-built plans and representations made by the current providers of said utilities as well as above ground evidence, along with owner required Blue Stake markings, of existing utilities as identified within the site survey as described within.

- K. Presidio understands that the Client will be making all submittals for the project including the processing of all of Presidio's work products.
- L. 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 SOW within this Agreement:
1. Blue Stake request prior to site survey.
 2. Utility potholing prior to site survey.
 3. Supporting Phase I and II environmental reports.

4. Geotechnical analysis and recommendations.
5. Title services (as needed).
6. Supporting approved landscape documents including Landscape and Irrigation Plans.
7. Supporting Architectural along with MP&E Plans and calculations.
8. Supporting structural design.
9. Supporting site lighting including parking lot lighting.
10. SWPPP inspections.

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

II. SCOPE OF WORK

1. **Site Land Survey.** Presidio will have its surveying consultant conduct a current site survey in accordance with the scope of work as detailed within our March 9, 2021 request for survey proposal attached to this Agreement as Exhibit "C".

Note the exclusions discussed within Item I.J of this Agreement. Additionally, the site survey to be provided herein only includes that area as delineated within the above referenced survey scope of work and does not include any survey of the adjacent park and its boundary.

Further, the AutoCAD mapping and deliverables will be per our consultant's layers/blocks/conventions.

Client Provided Items:

- Available as-built site and building plans in .pdf format.
- Title Report along with individual Schedule B items.
- Site and adjacent roadway frontages Blue Staked prior to commencement of site survey.
- Potholing activities coordinated to occur during surveyor's on-site work.

Deliverables:

- Site land survey in AutoCAD Civil 3D 2020 compatible format which includes boundary, topography and culture.

2. **Schematic Design (SD) Phase.** The following services will be provided under this task.

A. Site Visit. Presidio will make a site visit to visually assess above ground existing site conditions.

B. 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.

C. 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.

D. Preliminary Sewer Recommendations. Based upon project data provided by the Client, Presidio will discuss sewer conveyance/treatment capacity with PCRWRD. Presidio will provide our recommendations for service to the project upon receipt of comments from the above agencies.

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

1. Attend one in-house quality review session.
2. Attend one document review meeting with the County.

Client Provided Items:

- Existing site and building as-builts (plans and reports) in .pdf format.
- 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 2020 compatible format.

Deliverables:

- Schematic Site Plan in .pdf and AutoCAD Civil 3D (2020) 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. Drainage Statement. Presidio will prepare a drainage statement in support of site development.

A drainage statement will be prepared and provided to the Client for review. This drainage statement will include recommendations to provide City of Tucson threshold (first flush) retention. No stormwater detention will be designed for this site.

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 SOW the preparation and processing of any Off-Site Improvement Plans.

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 2020).
- Wastewater fixture unit counts.
- Supporting landscape documents (Landscape and Irrigation Plans including irrigation meter locations and sizes in AutoCAD Civil 3D 2020 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 2020 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 2020 .dwg format.
- Preliminary and final drainage statements in .pdf 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 ¼ 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 SOW 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 SOW 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 2020 .dwg format.

5. **Bidding Phase.** Presidio will assist the Client 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 PCRWRD 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 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 SOW or fees of this Agreement.

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.

This Agreement is also based upon the Client contracting a qualified geotechnical firm to:

- Observe site preparation activities so as to confirm that the soil conditions encountered are as expected within the project's Geotechnical Report.
- Conduct materials testing to ensure conformance with the project's plans and specifications.
- Provide copies of these test results to Presidio on a weekly basis.

Additionally, it is important to state that this Agreement is based upon the understanding that it is the responsibility of the Client, his representatives and his contractor to contact the Geotechnical Engineer at the appropriate stages of the project to ensure materials testing is conducted such that conformance with the project plans and specifications is ensured.

This Agreement is further based upon the Client contracting 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.

The amount of effort expended by Presidio in providing construction services is heavily dependent on items not under our control, such as the contractor's management, schedule, sequence of activities, quality of workmanship as well as inclement weather and other unforeseen circumstances.

Consequently, Presidio's construction services are provided on a time and materials basis within the framework of an initial budget established within this Agreement.

The initial budget is based upon our assumption of the number of site visits that will be required as shown within the following table along with an allowance (detailed within the "Fees" section of this Agreement) for addressing RFIs and providing a closeout package through the governing jurisdiction.

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

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 2020 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 PCRWRD/PDEQ's requirements (if needed).
- SWPPP Inspections.

Deliverables:

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

8. Optional Services.

A. Traffic Memorandum (TM). Presidio will have its traffic consultant prepare a TM per the City of Tucson's requirements as follows:

- SD Phase -- A draft TM will be prepared that includes preliminary recommendations and conclusions. This draft is for internal Client review only.
- DD Phase -- In this phase, the draft TM will be refined, and a final TM will be provided to the Client for submittal to the City/County for review.

Finally, if required by the City, traffic counts can be obtained at a cost of \$1,000.00 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 TM.

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. Site Land Survey (1000).....	\$11,963.00
2. Schematic Design Phase Services, Civil (0102).....	\$3,684.40
3. Design Development Phase Services, Civil (0104).....	\$13,628.47
4. Construction Document Phase Services, Civil	
A. 50% (0501)	\$10,235.10
B. 90% (0502)	\$6,650.71
C. 100% (0503)	\$3,784.41
5. Bidding Phase, Civil (0505)	\$528.06
6. Construction Admin Services, Civil (1300) <i>time & materials basis (*Initial Budget)</i>	\$6,418.70
7. Optional Services	
> SD (0300SD)	\$4,215.00
> DD (0300DD)	\$1,324.00
> Direct Cost (0300 Direct)	\$1,000.00

**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.

CLIENT:

LINE AND SPACE (referred to as Client)

NAME: HENRY TOM

TITLE: _____

ADDRESS: 627 E. SPEEDWAY BLVD.

TEL: (520) 623-1313

CITY: TUCSON ST AZ ZIP 85705

FAX: (520) 623-1303

AUTHORIZED BY: _____
(Signature)

DATE: _____

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: _____
(Signature)

DATE: _____

EXHIBIT "B"

Presidio
ENGINEERING INC.

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

Richard Elias Mission Library**Civil Fee**

Revised March 29, 2021

Presidio Engineering Job No. 121001-01-0010

Task	Labor Category	Hours	Rate	Total
Site Land Survey (1000)				
	Survey Services			\$11,963.00
Total Site Land Survey				\$11,963.00
Task	Labor Category	Hours	Rate	Total
Schematic Design Phase Services, Civil (0102)				
	Principal	2	\$155.00	\$310.00
	Project Manager	4	\$131.02	\$524.08
	Sr. Civil Designer	7	\$104.01	\$728.07
	Civil Designer I	9	\$94.01	\$846.09
	Sr. CADD Operator	10	\$89.01	\$890.10
	Administrator II	2	\$104.01	\$208.02
	Admin Asst.	2	\$64.02	\$128.04
Sub-Total				\$3,634.40
Direct Cost				\$50.00
Total Schematic Design Phase Services (Civil)				\$3,684.40
Task	Labor Category	Hours	Rate	Total
Design Development Phase Services, Civil (0104)				
	Principal	3	\$155.00	\$465.00
	Project Manager	5	\$131.02	\$655.10
	Sr. Civil Designer	30	\$104.01	\$3,120.30
	Civil Designer I	48	\$94.01	\$4,512.48
	Sr. CADD Operator	49	\$89.01	\$4,361.49
	Administrator II	2	\$104.01	\$208.02
	Admin Asst.	4	\$64.02	\$256.08
Sub-Total				\$13,578.47
Direct Cost				\$50.00
Total Design Development Phase Services (Civil)				\$13,628.47

Task	Labor Category	Hours	Rate	Total
50% Construction Document Phase Services, Civil (0501)				
	Principal	2	\$155.00	\$310.00
	Project Manager	4	\$131.02	\$524.08
	Sr. Civil Designer	22	\$104.01	\$2,288.22
	Civil Designer I	28	\$94.01	\$2,632.28
	Sr. CADD Operator	46	\$89.01	\$4,094.46
	Administrator II	2	\$104.01	\$208.02
	Admin Asst.	2	\$64.02	\$128.04
	Sub-Total			\$10,185.10
	Direct Cost			\$50.00
	Total 50% Construction Document Phase Services (Civil)			\$10,235.10
Task	Labor Category	Hours	Rate	Total
90% Construction Document Phase Services, Civil (0502)				
	Principal	2	\$155.00	\$310.00
	Project Manager	3	\$131.02	\$393.06
	Sr. Civil Designer	14	\$104.01	\$1,456.14
	Civil Designer I	20	\$94.01	\$1,880.20
	Sr. CADD Operator	25	\$89.01	\$2,225.25
	Administrator II	2	\$104.01	\$208.02
	Admin Asst.	2	\$64.02	\$128.04
	Sub-Total			\$6,600.71
	Direct Cost			\$50.00
	Total 90% Construction Document Phase Services (Civil)			\$6,650.71
Task	Labor Category	Hours	Rate	Total
100% Construction Document Phase Services, Civil (0503)				
	Principal	1	\$155.00	\$155.00
	Project Manager	1	\$131.02	\$131.02
	Sr. Civil Designer	8	\$104.01	\$832.08
	Civil Designer I	11	\$94.01	\$1,034.11
	Sr. CADD Operator	14	\$89.01	\$1,246.14
	Administrator II	2	\$104.01	\$208.02
	Admin Asst.	2	\$64.02	\$128.04
	Sub-Total			\$3,734.41
	Direct Cost			\$50.00
	Total 100% Construction Document Phase Services (Civil)			\$3,784.41

Task	Labor Category	Hours	Rate	Total
Bidding Phase, Civil (0505)				
	Principal	1	\$155.00	\$155.00
	Project Manager	1	\$131.02	\$131.02
	Sr. Civil Designer	0	\$104.01	\$0.00
	Civil Designer I	0	\$94.01	\$0.00
	Sr. CADD Operator	2	\$89.01	\$178.02
	Administrator II	0	\$104.01	\$0.00
	Admin Asst.	1	\$64.02	\$64.02
Sub-Total				\$528.06
Direct Cost				\$0.00
Total Bidding Phase (Civil)				\$528.06
Task	Labor Category	Hours	Rate	Total
Construction Admin Services, Civil (1300)				
	Principal	2	\$155.00	\$310.00
	Project Manager	4	\$131.02	\$524.08
	Sr. Civil Designer	32	\$104.01	\$3,328.32
	Civil Designer I	6	\$94.01	\$564.06
	Sr. CADD Operator	6	\$89.01	\$534.06
	Administrator II	6	\$104.01	\$624.06
	Admin Asst.	6	\$64.02	\$384.12
Sub-Total				\$6,268.70
Direct Cost				\$150.00
Total Construction Admin Services (Civil)				\$6,418.70
TOTAL COMBINED FEES				\$56,492.85
TOTAL COMBINED DIRECT COSTS				\$400.00
GRAND TOTAL FEES AND DIRECT COSTS				\$56,892.85



Presidio
ENGINEERING, INC.

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

Richard Elias Mission Library
Traffic Services (Optional)
March 12, 2021

Presidio Engineering Job No. 121001-01-0010

Task	Labor Category	Hours	Rate	Total
Traffic Services - Schematic Design Phase (0300SD)				
	Traffic Services			\$4,215.00
Sub-Total				\$4,215.00
Traffic Services - Design Development Phase (0300DD)				
	Traffic Services			\$1,324.00
Sub-Total				\$1,324.00
Direct Cost*				\$1,000.00
Total Traffic Services				\$6,539.00

**\$1000.00 is the cost for traffic count*

**EXHIBIT "C"****Presidio**
ENGINEERING, INC.Job No. 121001-01-1000Date: March 9, 2021**REQUEST FOR SURVEY PROPOSAL**
forPROJECT NAME: Richard Elias Mission Library Expansion for Pima CountyDATE NEEDED BACK: End of Day - Thursday, March 11, 2021PROVIDE PROPOSAL TO: Presidio Engineering ATTN: Tanya Washington (tanya@presidioengineering.com)LOCATION: TOWNSHIP 14S RANGE 13E SECTION 27CITY/COUNTY: City of Tucson AREA 3.7+/- AcresTAX CODES/LEGAL DESCRIPTIONS: A portion of 119-21-040CDESCRIPTION: Need boundary, topo and design survey in support of a proposed 4,000 - 5,000 SF library expansion of the existing facility, per attached redlined existing conditions survey language excerpted from the County SOW and redlined for this request, and direction below**Attachments**

<u>N/A</u>	Legal Description
<u>X</u>	Title Report with/without Schedule B's (To be supplied by Client)
<u>X</u>	Utility Base Maps (To be provided)
<u>X</u>	Other Exhibits. See attached 11" x 17" Request for Survey Exhibit.

Scope of work - The following checked items define the scope of survey work required for this project.

<u>X</u>	Boundary/ALTA
<u>X</u>	Perform Boundary Survey for external defining corners of site per the above referenced Title Report/legal description to be supplied by client.
<u>X</u>	Include all easements supplied by client and other easements that may be evident.
<u>N/A</u>	If an ALTA survey is required include all items noted on the attached Table A of Optional Survey Responsibilities and Specifications.
<u>X</u>	Set monuments at corners that define exterior boundary according to local jurisdiction survey requirements.
<u>X</u>	Identify street centerline monumentation and tie in centerline monumentation of adjacent streets. Determine both sides of the right-of-way for the streets and tie to centerline monumentation.
<u>X</u>	Tie boundary to at least two permanent survey monuments or the nearest section or nearest quarter section corners.
<u>X</u>	Provide Arizona State Plane Coordinate System coordinates for those points.
<u>N/A</u>	Seal Final Plat, as to boundary.
<u>X</u>	Show adjacent subdivision lot/block lines and lot/block numbers.

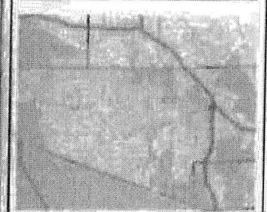
- X Utilities
- X Locate existing above ground evidence of all utilities, including guy wires. On the drawing show utilities according to available base maps in conjunction with field evidence except as noted below.
- N/A Call Bluestake to schedule design Bluestake. Provide documentation that Bluestake was called and note their response.
- X Provide horizontal locations, rim, bench and invert elevations of manholes as shown on the attached sketch.
- X Horizontal and vertical locations of private utilities. (if possible)
- X Culture
- X Locate all drainage structures on or adjacent to the project within the limits specified by Presidio Engineering. Provide pipe and catch basin sizes, box culvert dimensions and inlet and outlet invert elevations, provide information for both ends of the drainage structures.
- X Locate other existing structures within the limits specified by Presidio Engineering.
- X Locate curb, gutter, edge of pavement and medians in full right-of-way of adjacent streets.
- X Locate closest street and/or commercial driveway intersections along the fronting streets past the extents of the subject property.
- X Locate pavement striping in adjacent streets to the ends of any tapers or turning lanes, including edgelines.
- X Horizontal Control
- X Establish horizontal control for the project. Presidio Engineering will provide specific information if the project is to be tied to an existing coordinate system.
- X Vertical Control
- X Establish vertical control for the project on City of Tucson datum (NAVD88). Deliver to Presidio Engineering the record information for the benchmark used to establish vertical control.
- X Survey Drawing, CAD Files and Other Deliverables
- X Provide sealed hard copy reproducible composite drawing showing the above survey and 1' contour interval topography at the scale 1" = 20' on 30" x 42" sheets.
- X Provide AutoCAD Civil 3D 2020 compatible file of the survey drawing only using Presidio Engineering layer, color, line type and symbol standards (attached) on a CD.
- X Provide AutoCAD Civil 3D 2020 compatible file of the topography only on a CD.
- X Provide Digital Terrain Model (DTM) data on a CD.
- X Provide ASCII coordinate file including boundary corners, monuments, utility and culture points. Include a sketch showing point number of boundary and monument points. Also include a list of point descriptors and their meanings.
- X Additional
- X Provide rates to perform additional services on T & M basis.
- X Provide digital aerial ortho photo.
- X Other Specifications
- Include an optional 1/2 day field time for picking up pothole results and time to add to survey.

Richard Elias Mission Library Expansion



Legend

- ☐ Parcels
- Sanitary Sewer Structures**
 - Circular Manhole
 - Cleanout
 - Rectangular Manhole
 - Siphon
 - Plug
 - Stub
 - Tea
 - Well
 - Unclassified Structure
- Sanitary Sewer Pipe Status**
- Sanitary Sewer Pipe Plan Num**
- Washes - All**
 - Unknown Discharge
 - 100-500 CFS
 - 500-1000 CFS
 - 1000-2000 CFS
 - 2000-5000 CFS
 - 5000-10000 CFS
 - Over 10000 CFS

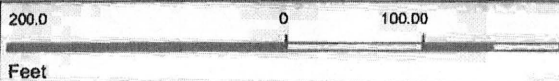


Notes:

REQUEST FOR SURVEY
EXHIBIT

REDLINES PER JDW MARCH
9, 2021

3/9/2021



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

McGann and Associates

Richard Elias Mission Library Expansion and Renovation Fee Proposal



McGann & Associates

Landscape Architects and Planners

6814 North Oracle Road, Suite 210, Tucson AZ 85704 Tel: 520-297-9540 Fax: 520-297-9545 www.mcgannland.com

March 12, 2021

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

**Ref: Agreement between Landscape Architect and Client
Richard Elias Mission Library Expansion & Renovation, Pima County, Arizona**

Dear Henry,

McGann & Associates (the Landscape Architect) is pleased to submit this proposal for professional landscape architectural services related to the Richard Elias Mission Library Expansion & Renovation project (the Project). The services to be provided to Line and Space (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 landscape and irrigation plans and specifications for the expansion of the Richard Elias Mission Library located at 3770 South Mission West Wetmore Road in Tucson, Arizona. The project work is being performed for Pima County (the Owner).

SERVICES TO BE PROVIDED BY McGANN & ASSOCIATES INC.

McGann & Associates will provide landscape architectural services related to the project and will contribute to the completion of the following tasks.

- Existing Conditions Survey
- Schematic Design Submittal
- Design Development Submittal
- 50% Construction Documents
- 50% Construction Documents
- 100% Bid Documents
- Bidding and Negotiations I
- Construction Administration
- Record Drawings

The specific services to be provided shall be as outlined in Exhibit A (Scope of Services) of the Prime Agreement (dated November 03, 2020) between Pima County and Line and Space. L.L.C.

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 ACAD 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. - as 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: Existing Conditions Survey	\$	605.00
Task 2: Programming (by others)	\$	0.00
Task 3: Schematic Design Submittal	\$	2,060.00
Task 4: Design Development Submittal	\$	2,870.00
Task 5: 50% Construction Documents Submittal	\$	3,860.00
Task 6: 90% Construction Documents Submittal	\$	3,850.00
Task 7: 100% Bid Documents - Final Sealed Plans and Specifications	\$	2,285.00
Task 8: Bidding and Negotiations	\$	880.00
Task 9: Construction Administration	\$	2,660.00
Task 10: Record Drawings	\$	550.00
Total:	\$	19,620.00

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.

Henry Tom
March 12, 2021
Page 3

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 \$60.00 to \$130.00 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,


Scott Martinez
McGann & Associates Inc.

Line and Space L.L.C.


By: _____
Authorized Signature

Signer's Name (Typed or Printed)

Title: _____

Date: _____

McGann & Associates Inc.

By:  _____
Authorized Signature

Scott R Martinez
Signer's Name (Typed or Printed)

Title: President

Date: March 12, 2021

Proposal Worksheet Summary							
Project:	Richard Elias Mission Library Expansion & Renovation						
Date:	3/11/2021						
Client:	Line and Space Architects						
Reviewed by:	DKM						
	Labor:	Materials & Supplies	Repro.	Misc.	Sub-Con	Auto Use	Task Total
Task One:							
Existing Conditions Survey	\$600.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$605.00
Task Two:							
Programming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Three:							
Schematic Design	\$2,050.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$2,060.00
Task Four:							
Design Development	\$2,852.50	\$0.00	\$17.50	\$0.00	\$0.00	\$0.00	\$2,870.00
Task Five:							
60% CD Review	\$3,840.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$3,860.00
Task Six:							
90% CD Review	\$3,830.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$3,850.00
Task Seven:							
100% Bid Documents	\$2,262.50	\$0.00	\$22.50	\$0.00	\$0.00	\$0.00	\$2,285.00
Task Eight:							
Bidding / Negotiations	\$880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$880.00
Task Nine:							
Construction Admin.	\$2,850.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$2,860.00
Task Ten:							
Record Drawings	\$535.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$550.00
Task Eleven:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Twelve:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Thirteen:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Fourteen:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Fifteen:							
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$19,500.00	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	
Project Total:							\$19,620.00

Proposal Worksheet

Project:		Richard Elias Mission Library Expansion & Renovation				
Task / Phase		Task 1: Existing Conditions Survey				
Date:		3/11/2021				
Client:		Line and Space Architects				
Reviewed by:		DKM				
Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Kick-Off Meeting w/ Line and Space	0.0	2.0	0.0	0.0	0.0	2.0
2 Site Visit - Inspection of Ex. Improvements	0.0	2.0	2.0	0.0	0.0	4.0
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	4.0	2.0	0.0	0.0	6.0
Direct Labor (DL)	\$48.15	\$40.75	\$28.65	\$27.80	\$22.25	
Overhead (OH) @150% of DL	\$72.23	\$61.13	\$44.48	\$41.70	\$33.38	
Profit (P) @ 8% of DL+OH	\$9.63	\$8.15	\$6.93	\$5.56	\$4.45	
Total (DL+OH+P)	\$130.01	\$110.03	\$80.06	\$75.06	\$60.08	
Billing Rate (Rounded)	\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor Cost	\$0.00	\$440.00	\$160.00	\$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	\$5.00		Structural			\$0.00
In-House Plotting		\$0.00	Biological			\$0.00
Large Format Copies		\$5.00	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	\$605.00					

Proposal Worksheet

Project:		Richard Elias Mission Library Expansion & Renovation					
Task / Phase		Task 2: Programming					
Date:		3/11/2021					
Client:		Line and Space Architects					
Reviewed by:		DKM					
	Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1	Programming by other Members of						0.0
2	the Design Team						0.0
3							0.0
4							0.0
5							0.0
6							0.0
7							0.0
8							0.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours		0.0	0.0	0.0	0.0	0.0	0.0
Direct Labor (DL)		\$48.15	\$40.75	\$29.65	\$27.80	\$22.25	
Overhead (OH) @150% of DL		\$72.23	\$61.13	\$44.48	\$41.70	\$33.38	
Profit (P) @ 8% of DL+OH		\$9.83	\$8.15	\$6.93	\$5.56	\$4.45	
Total (DL+OH+P)		\$130.01	\$110.03	\$80.06	\$75.06	\$60.08	
Billing Rate (Rounded)		\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor 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:		Richard Elias Mission Library Expansion & Renovation					
Task / Phase		Task 3:		Schematic Design			
Date:		3/11/2021					
Client:		Line and Space Architects					
Reviewed by:		DKM					
	Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1	Obtain / Coordinate Base Files	0.0	1.0	0.0	0.0	0.0	1.0
2	Coordination w/ Line and Space	0.0	2.0	0.0	0.0	0.0	2.0
3	Obtain and Review As-Built Drawings	0.5	2.0	0.0	0.0	0.0	2.5
4	LEED Scorecard Eval - Landscape/Site	0.0	2.0	0.0	0.0	0.0	2.0
5	SD Landscape/Irrigation Design Narrative	0.0	4.0	2.0	0.0	0.0	6.0
6	SD Outline Specifications	0.0	4.0	0.0	0.0	0.0	4.0
7	QC Review - Revisions	0.5	0.5	0.0	0.0	0.0	1.0
8	Transmit 100% Submittal files to Client	0.0	0.5	0.0	0.0	0.0	0.5
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours		1.0	16.0	2.0	0.0	0.0	19.0
Direct Labor (DL)		\$48.15	\$40.75	\$29.65	\$27.60	\$22.25	
Overhead (OH) @150% of DL		\$72.23	\$61.13	\$44.48	\$41.70	\$33.38	
Profit (P) @ 8% of DL+OH		\$9.63	\$8.15	\$5.93	\$5.56	\$4.45	
Total (DL+OH+P)		\$130.01	\$110.03	\$80.06	\$75.06	\$60.08	
Billing Rate (Rounded)		\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor Cost		\$130.00	\$1,760.00	\$160.00	\$0.00	\$0.00	
Labor Cost This Page		\$2,050.00					
Materials and Supplies - Total		\$0.00		Subconsultants - Total		\$0.00	
Misc.			\$0.00	Civil		\$0.00	
				Electrical		\$0.00	
Reproduction - Total		\$10.00		Structural		\$0.00	
In-House Plotting			\$0.00	Biological		\$0.00	
Large Format Copies			\$5.00	Other		\$0.00	
Xerox			\$5.00				
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		\$2,060.00					

Proposal Worksheet

Project:		Richard Elias Mission Library Expansion & Renovation					
Task / Phase		Task 4: Design Development					
Date:		3/11/2021					
Client:		Line and Space Architects					
Reviewed by:		DKM					
	Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1	Respond to SD Comments	0.0	2.0	0.0	0.0	0.0	2.0
2	Coordinate Base File Updates	0.0	1.0	0.0	1.5	0.0	2.5
3	Coordination w/ Line and Space	0.0	2.0	0.0	0.0	0.0	2.0
4	LEED Scorecard Eval - Landscape/Site	0.0	2.0	0.0	0.0	0.0	2.0
5	DD Landscape Plan, Schedules, Details	0.0	1.0	4.0	4.0	0.0	9.0
6	DD Irrigation Plan, Schedules, Details	0.0	4.0	0.0	4.0	0.0	8.0
7	QC Review - Revisions	1.0	1.0	0.0	1.0	0.0	3.0
8	Transmit 100% Submittal files to Client	0.0	1.0	0.0	1.0	0.0	2.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours		1.0	14.0	4.0	11.5	0.0	30.5
Direct Labor (DL)		\$48.15	\$40.75	\$29.65	\$27.80	\$22.25	
Overhead (OH) @150% of DL		\$72.23	\$61.13	\$44.48	\$41.70	\$33.38	
Profit (P) @ 8% of DL+OH		\$9.63	\$8.15	\$5.93	\$5.56	\$4.45	
Total (DL+OH+P)		\$130.01	\$110.03	\$80.06	\$75.06	\$60.08	
Billing Rate (Rounded)		\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor Cost		\$130.00	\$1,540.00	\$320.00	\$862.50	\$0.00	
Labor Cost This Page		\$2,852.50					
Materials and Supplies - Total		\$0.00				\$0.00	
Misc.			\$0.00	Civil			\$0.00
				Electrical			\$0.00
Reproduction - Total		\$17.50		Structural			\$0.00
In-House Plotting			\$10.00	Biological			\$0.00
Large Format Copies			\$5.00	Other			\$0.00
Xerox			\$2.50				
Other			\$0.00	Auto Use / Car Rental		\$0.00	
				Rented			0
Miscellaneous Expenses - Total		\$0.00		Personal		0 Miles x \$0.45	\$0.00
Other			\$0.00				
Other			\$0.00				
TASK TOTAL		\$2,870.00					

Proposal Worksheet

Project:		Richard Elias Mission Library Expansion & Renovation				
Task / Phase		Task 5: 50% CD Review				
Date:		3/11/2021				
Client:		Line and Space Architects				
Reviewed by:		DKM				
Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Respond to DD Comments	0.0	1.0	0.0	0.0	0.0	1.0
2 Coordinate Base File Updates	0.0	1.0	0.0	1.0	0.0	2.0
3 Coordination w/ Line and Space	0.0	2.0	0.0	0.0	0.0	2.0
4 LEED Scorecard Eval - Landscape/Site	0.0	2.0	0.0	0.0	0.0	2.0
5 50% Landscape Plan, Schedules, Details	0.0	4.0	8.0	4.0	0.0	16.0
6 50% Irrigation Plan, Schedules, Details	0.0	4.0	0.0	4.0	0.0	8.0
7 50% Specifications	0.0	4.0	0.0	0.0	2.0	6.0
8 QC Review - Revisions	1.0	1.0	0.0	1.0	0.0	3.0
9 Transmit 100% Submittal files to Client	0.0	1.0	0.0	0.0	0.0	1.0
10						0.0
11						0.0
12						0.0
13						0.0
14						0.0
15						0.0
16						0.0
17						0.0
18						0.0
19						0.0
20						0.0
21						0.0
22						0.0
23						0.0
24						0.0
25						0.0
Total Hours	1.0	20.0	8.0	10.0	2.0	41.0
Direct Labor (DL)	\$48.15	\$40.75	\$29.65	\$27.80	\$22.25	
Overhead (OH) @150% of DL	\$72.23	\$61.13	\$44.48	\$41.70	\$33.38	
Profit (P) @ 8% of DL+OH	\$9.63	\$8.15	\$5.93	\$5.56	\$4.45	
Total (DL+OH+P)	\$130.01	\$110.03	\$80.06	\$75.06	\$60.08	
Billing Rate (Rounded)	\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor Cost	\$130.00	\$2,200.00	\$640.00	\$750.00	\$120.00	
Labor Cost This Page	\$3,840.00					
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		\$10.00	Biological			\$0.00
Large Format Copies		\$7.50	Other			\$0.00
Xerox		\$2.50				
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	\$3,860.00					

Proposal Worksheet

Project:		Richard Elias Mission Library Expansion & Renovation					
Task / Phase		Task 6: 90% CD Review					
Date:		3/11/2021					
Client:		Line and Space Architects					
Reviewed by:		DKM					
	Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1	Respond to 50% Comments	0.0	2.0	0.0	0.0	0.0	2.0
2	Coordinate Base File Updates	0.0	1.0	0.0	1.0	0.0	2.0
3	Coordination w/ Line and Space	0.0	2.0	0.0	0.0	0.0	2.0
4	LEED Scorecard Eval - Landscape/Site	0.0	2.0	0.0	0.0	0.0	2.0
5	90% Landscape Plan, Schedules, Details	0.0	4.0	8.0	4.0	0.0	16.0
6	90% Irrigation Plan, Schedules, Details	0.0	2.0	4.0	4.0	0.0	10.0
7	90% Specifications	0.0	2.0	0.0	0.0	2.0	4.0
8	QC Review - Revisions	1.0	1.0	0.0	1.0	0.0	3.0
9	Transmit 100% Submittal files to Client	0.0	1.0	0.0	0.0	0.0	1.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours		1.0	17.0	12.0	10.0	2.0	42.0
Direct Labor (DL)		\$48.15	\$40.75	\$29.65	\$27.80	\$22.25	
Overhead (OH) @150% of DL		\$72.23	\$61.13	\$44.48	\$41.70	\$33.38	
Profit (P) @ 8% of DL+OH		\$9.63	\$8.15	\$5.93	\$5.56	\$4.45	
Total (DL+OH+P)		\$130.01	\$110.03	\$80.06	\$75.06	\$60.08	
Billing Rate (Rounded)		\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor Cost		\$130.00	\$1,870.00	\$960.00	\$750.00	\$120.00	
Labor Cost This Page		\$3,850.00					
Materials and Supplies - Total		\$0.00					
Misc.			\$0.00	Civil			\$0.00
				Electrical			\$0.00
Reproduction - Total		\$20.00		Structural			\$0.00
In-House Plotting			\$10.00	Biological			\$0.00
Large Format Copies			\$7.50	Other			\$0.00
Xerox			\$2.50				
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		\$3,850.00					

Proposal Worksheet

Project:		Richard Elias Mission Library Expansion & Renovation				
Task / Phase		Task 7: 100% Bid Documents				
Date:		3/11/2021				
Client:		Line and Space Architects				
Reviewed by:		DKM				
Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Respond to 90% CD Comments	0.0	1.0	0.0	0.0	0.0	1.0
2 Coordinate Base File Updates	0.0	0.5	0.0	0.5	0.0	1.0
3 Coordination w/ Line and Space	0.0	1.0	0.0	0.0	0.0	1.0
4 LEED Scorecard Eval - Landscape/Site	0.0	2.0	0.0	0.0	0.0	2.0
5 100% Landscape Plan, Schedules, Details	0.0	1.0	4.0	2.0	0.0	7.0
6 100% Irrigation Plan, Schedules, Details	0.0	2.0	0.0	2.0	0.0	4.0
7 100% Specifications	0.0	2.0	0.0	0.0	0.0	2.0
8 QC Review - Revisions	1.0	1.0	0.0	1.0	1.0	4.0
9 Transmit 100% Submittal files to Client	0.0	1.0	0.0	1.0	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	1.0	11.5	4.0	6.8	1.0	24.0
Direct Labor (DL)	\$48.15	\$40.75	\$29.65	\$27.80	\$22.25	
Overhead (OH) @ 150% of DL	\$72.23	\$61.13	\$44.48	\$41.70	\$33.38	
Profit (P) @ 8% of DL+OH	\$9.63	\$8.15	\$5.93	\$5.56	\$4.45	
Total (DL+OH+P)	\$130.01	\$110.03	\$80.06	\$75.06	\$60.08	
Billing Rate (Rounded)	\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor Cost	\$130.00	\$1,285.00	\$320.00	\$487.50	\$60.00	
Labor Cost This Page	\$2,262.50					
Materials and Supplies - Total	\$0.00				\$0.00	
Misc.		\$0.00	Civil			\$0.00
			Electrical			\$0.00
Reproduction - Total	\$22.50		Structural			\$0.00
In-House Plotting		\$10.00	Biological			\$0.00
Large Format Copies		\$7.50	Other			\$0.00
Xerox		\$5.00				
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	\$2,285.00					

Proposal Worksheet

Project:		Richard Elias Mission Library Expansion & Renovation				
Task / Phase		Task 8: Bidding / Negotiations				
Date:		3/11/2021				
Client:		Line and Space Architects				
Reviewed by:		DKM				
Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1 Attend Pre-Bid Meeting	0.0	2.0	0.0	0.0	0.0	2.0
2 Prepare As-Needed Plan Addenda/Amendm	0.0	2.0	0.0	0.0	0.0	2.0
3 Respond to Contractor's Bid Questions	0.0	2.0	0.0	0.0	0.0	2.0
4 Review/Evaluate Contractor Bids	0.0	2.0	0.0	0.0	0.0	2.0
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	8.0	0.0	0.0	0.0	8.0
Direct Labor (DL)	\$48.15	\$40.75	\$29.65	\$27.80	\$22.25	
Overhead (OH) @ 150% of DL	\$72.23	\$61.13	\$44.48	\$41.70	\$33.38	
Profit (P) @ 8% of DL+OH	\$9.93	\$8.15	\$5.93	\$5.56	\$4.45	
Total (DL+OH+P)	\$130.01	\$110.03	\$80.06	\$75.06	\$60.08	
Billing Rate (Rounded)	\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor Cost	\$0.00	\$880.00	\$0.00	\$0.00	\$0.00	
Labor Cost This Page	\$880.00					
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	\$880.00					

Proposal Worksheet

Project:		Richard Elias Mission Library Expansion & Renovation					
Task / Phase		Task 8: Construction Admin.					
Date:		3/11/2021					
Client:		Line and Space Architects					
Reviewed by:		DKM					
	Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1	Participate in Pre-Construction Conference	0.0	2.0	0.0	0.0	0.0	2.0
2	Review Contractor Submittals	0.0	2.0	0.0	0.0	0.0	2.0
3	Respond to RFI's	0.0	2.0	0.0	0.0	0.0	2.0
4	Site Visits / Inspections / Reports (3)	0.0	6.0	2.0	0.0	0.0	8.0
5	Sub. Completion Inspection / Punch List	0.0	4.0	3.0	0.0	0.0	7.0
6	Final Inspection / Report	0.0	3.0	2.0	0.0	0.0	5.0
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	18.0	7.0	0.0	0.0	26.0
Direct Labor (DL)		\$48.15	\$40.75	\$29.65	\$27.80	\$22.25	
Overhead (OH) @150% of DL		\$72.23	\$61.13	\$44.48	\$41.70	\$33.38	
Profit (P) @ 8% of DL+OH		\$9.63	\$8.15	\$5.93	\$5.56	\$4.45	
Total (DL+OH+P)		\$130.01	\$110.03	\$80.06	\$75.06	\$60.08	
Billing Rate (Rounded)		\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor Cost		\$0.00	\$2,090.00	\$560.00	\$0.00	\$0.00	
Labor Cost This Page		\$2,650.00					
Materials and Supplies - Total		\$0.00					
Misc.			\$0.00				\$0.00
Reproduction - Total		\$10.00					
In-House Plotting			\$5.00				\$0.00
Large Format Copies			\$5.00				\$0.00
Xerox			\$0.00				
Other			\$0.00				
Auto Use / Car Rental						\$0.00	
Rented							0
Miscellaneous Expenses - Total		\$0.00				0 Miles x \$0.45	\$0.00
Other			\$0.00				
Other			\$0.00				
TASK TOTAL		\$2,660.00					

Proposal Worksheet

Project:		Richard Elias Mission Library Expansion & Renovation					
Task / Phase		Task 10:		Record Drawings			
Date:		3/11/2021					
Client:		Line and Space Architects					
Reviewed by:		DKM					
	Task:	Principal Proj. Mgr.	Project Land. Arch.	Land. Des.	CAD Tech	Clerical	Task Hrs.
1	Review Contractor Redlines	0.0	1.0	0.0	0.0		1.0
2	Review Addenda, other Changes	0.0	0.5	0.0	0.0		0.5
3	Prepare Record Drawing Files	0.0	2.0	0.0	2.0		4.0
4							0.0
5							0.0
6							0.0
7							0.0
8							0.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
Total Hours		0.0	3.6	0.0	2.0	0.0	6.6
Direct Labor (DL)		\$48.15	\$40.75	\$29.65	\$27.80	\$22.25	
Overhead (OH) @150% of DL		\$72.23	\$61.13	\$44.48	\$41.70	\$33.98	
Profit (P) @.8% of DL+OH		\$9.63	\$8.15	\$5.93	\$5.56	\$4.45	
Total (DL+OH+P)		\$130.01	\$110.03	\$80.06	\$75.06	\$60.68	
Billing Rate (Rounded)		\$130.00	\$110.00	\$80.00	\$75.00	\$60.00	
Labor Cost		\$0.00	\$385.00	\$0.00	\$150.00	\$0.00	
Labor Cost This Page		\$535.00					
Materials and Supplies - Total		\$0.00		Subconsultants - Total		\$0.00	
Misc.			\$0.00	Civil		\$0.00	
				Electrical		\$0.00	
Reproduction - Total		\$15.00		Structural		\$0.00	
In-House Plotting			\$10.00	Biological		\$0.00	
Large Format Copies			\$0.00	Other		\$0.00	
Xerox			\$5.00				
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		\$550.00					

Turner Structural

Richard Elias Mission Library Expansion and Renovation Fee Proposal



TURNER STRUCTURAL ENGINEERING COMPANY

March 8, 2021

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

RE: PC RICHARD ELIAS MISSION LIBRARY EXPANSION

Dear Henry:

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

Scope of Work

The scope of work will include an approximately 4,00 to 5,000 sqft expansion to the existing 10,600 sqft facility. The total project construction budget is \$3.3 million.

Fee Proposal

Our proposal is based on the Scope of Professional Services Required as listed in the Pima County SFQ-PO-2100009.

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
March 8, 2021
Page 2

Terms

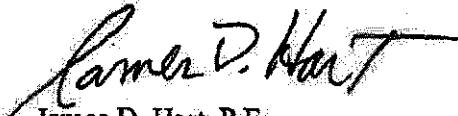
Billing invoices will be submitted monthly with the billing amount to be based on the percent complete. Payment shall be made within ten (10) days of receipt of payment from the owner or thirty (30) days from the date of the invoice, whichever is sooner.

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**

2806 N. Alverton Way Ste. 400 • Tucson Az 85712 • (520) 323-3422

3/8/2021

Richard Elias Mission Library Expansion

Structural Engineering Cost Proposal

	Discipline Category	Hourly Rate	Hours	Cost
Schematic Design	Principal	\$150	5	\$750
	Senior A/E	\$125	2	\$250
	Designer	\$85	0	\$0
	CADD	\$65	0	\$0
	subtotal			\$1,000
Design Development	Principal	\$150	10	\$1,500
	Senior A/E	\$125	10	\$1,250
	Designer	\$85	20	\$1,700
	CADD	\$65	0	\$0
	subtotal			\$4,450
50% CD's	Principal	\$150	8	\$1,200
	Senior A/E	\$125	15	\$1,875
	Designer	\$85	16	\$1,360
	CADD	\$65	17	\$1,105
	subtotal			\$5,540
90% CD's	Principal	\$150	13	\$1,950
	Senior A/E	\$125	30	\$3,750
	Designer	\$85	30	\$2,550
	CADD	\$65	9	\$585
	subtotal			\$8,835
100% Bid Documents	Principal	\$150	5	\$750
	Senior A/E	\$125	5	\$625
	Designer	\$85	10	\$850
	CADD	\$65	0	\$0
	subtotal			\$2,225
Bid/Negotiation	Principal	\$150	2	\$300
	Senior A/E	\$125	2	\$250
	Designer	\$85	2	\$170
	CADD	\$65	0	\$0
	subtotal			\$720



**TURNER STRUCTURAL
ENGINEERING COMPANY**

3/8/2021

Richard Elias Mission Library Expansion

Structural Engineering Cost Proposal

	Discipline Category	Hourly Rate	Hours	Cost
CA Phase	Principal	\$150	7	\$1,050
	Senior A/E	\$125	14	\$1,750
	Designer	\$85	16	\$1,360
	CADD	\$65	2	\$130
	subtotal			\$4,290
Record Drawings	Principal	\$140	1	\$140
	Senior A/E	\$120	2	\$240
	Designer	\$80	0	\$0
	CADD	\$65	4	\$260
	subtotal			\$640
Total				\$27,700

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



FEE ESTIMATE SUMMARY

PROJECT: Richard Elias Mission Library Expansion

Date: 3/8/2021

PREPARED BY: James Hart

CONTRACT NUMBER

EFFECTIVE DATE 11/1/2011

PRIME CONTRACTOR _____

CONTRACT TIME

CONTRACT TYPE

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead 150.00%	Profit 8.00%	Billing Rate
1	TURNER STRUCTURAL ENGINEERING CO.	Principal	\$55.55	\$83.33	\$11.11	\$150
2	TURNER STRUCTURAL ENGINEERING CO.	Senior A/E	\$46.29	\$69.44	\$9.26	\$125
3	TURNER STRUCTURAL ENGINEERING CO.	Senior CAD Designer	\$31.48	\$47.22	\$6.30	\$85
4	TURNER STRUCTURAL ENGINEERING CO.	CAD Designer	\$24.01	\$38.02	\$4.80	\$65

Formulas

(A) Direct Labor Rate:

(B) Overhead @ 150% X(A)

(C) Profit @8% X(A+B)

(D) Billing Rate (A+B+C)

Kelly Wright & Associates

Richard Elias Mission Library Expansion and Renovation Fee Proposal



PROPOSAL

Project Name: Richard Elias Mission Library
Location: 3770 S. Mission Rd., Tucson, AZ 85713
Job Number: 21015
Date: March 25, 2021
Client: Line and Space, LLC
Engineer: Kelly, Wright & Associates, P.C.

Project Description:

Approximately 5,000 square foot addition to the existing 10,600 square foot library. This Project shall modify the existing library necessary for structural integration, renovations necessary to connect existing spaces to new spaces, and modifications necessary to align to the functional space program.

Scope of Basic Services:

GENERAL:

- This project will be drawn in AutoCAD as 2D. 3D drawings are not included.
- Project specifications will be included in project manual (book specs).
- A minimum of one site visit will be required during the design phase. Site visit purpose is to verify obvious existing conditions. Timing will be at Engineer's discretion and coordinated with Client.
- Attend three 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 addition to existing building. Systems anticipated to be packaged rooftop units. Controls anticipated to be BACnet per County standards.
- 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 new HVAC equipment.

Plumbing:

- Design of domestic water systems, waste and vent systems for the proposed building addition. 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.

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.

Construction Administration:

- Three construction field observation visits with written reports are included. Visits suggested to be as follows: (1) underground (2) pre-ceiling install (3) final. Engineer will perform visits based on Client requests.
- Review of mechanical Submittals.
- Review and response to RFI's.
- Record drawing documentation (drafting of contractor-provided as-built conditions in CAD).

Commissioning: NO SCOPE.

LEED: NO SCOPE.

7337 EAST TANQUE VERDE ROAD, TUCSON, AZ 85715 (520) 887-1919

WWW.KWMECH.COM

Assumptions:

- Project will not be certified / rated by LEED or other agency and basic services do not include simulations, calculations, or documentation for LEED or other similar programs – no report generation required.
- Modifications to existing HVAC systems will be limited to ductwork and air devices. No modifications to existing plumbing.
- No acoustical engineering and/or coordination with acoustical design requirements by Others.
- All cost estimating is by Others. Engineer will assist cost estimator by providing information related to mechanical system concepts.
- Site observations will be made from a walking-level. Access to site and equipment will be provided by Client during normal business hours. Access openings, ceiling tile removal, etc. as necessary to accommodate Engineer's observations will be provided by Client.
- Commissioning if required by IECC will be provided by the CxA under the LEED scope – by Others.
- 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 and plumbing systems.
- Life Cycle Reports, System Comparison Reports, Feasibility Studies, and similar documents are not included.
- Existing equipment to remain is assumed to have adequate capacity, be code compliant, and be in good condition for the anticipated re-use. Existing equipment will not be verified as part of this project.

Deliverables:

The Engineer's instruments of service will be provided in electronic form (PDF). Hard copies are not included.

Compensation for Basic Services:

The Engineer will be compensated for the basic services based on a fixed fee basis of forty one thousand five hundred and forty six dollars and sixty six cents (\$41,546.66). This fee is based on the following estimate of hours and the hourly rates listed herein:

Phase	Principal	Project Manager	A/E	Designer	Clerical	Amount
SD	2	17	2	53	2	\$ 5,667.34
DD	3	28	3	88	3	\$ 9,318.10
50% CD	3	33	3	105	3	\$ 10,952.26
90% CD	2	20	2	63	2	\$ 6,633.71
100% CD	2	14	2	42	2	\$ 4,630.31
Bidding	1	3	1	7	1	\$ 979.56
CA	1	6	1	18	1	\$ 2,016.59
Close-out	1	4	1	11	1	\$ 1,348.79

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.
- Keep the Engineer advised of any changes to the project requirements that may affect the Engineer's work.
- 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.
- Client requested field trips will be billed at five hundred dollars (\$500) per trip.

Reimbursable Expenses:

The Client will reimburse the Engineer for the direct cost of each of the following:

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

Hourly Rates:

	Principal	Project Manager	A/E	Designer	Clerical
Hourly rate	\$ 41.11	\$ 35.64	\$ 32.22	\$ 29.08	\$ 19.33
Overhead	\$ 51.38	\$ 44.55	\$ 40.27	\$ 36.35	\$ 24.17
Profit (8%)	\$ 7.40	\$ 6.41	\$ 5.80	\$ 5.23	\$ 3.48
Totals	\$ 99.89	\$ 86.60	\$ 78.29	\$ 70.66	\$ 46.98

Other Conditions:

- Engineer's services shall be limited to those expressly outlined above. Engineer shall have no other obligations or responsibilities for the Project except as agreed to in writing.
- Engineer's services will be provided consistent with and limited to the standard of care applicable to such services, which is that Engineer shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.
- This agreement entered into as of the date indicated on the first page and is expected to have a maximum one year duration of services.
- 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. Engineer retains ownership rights of instruments of service until full payment is made by Client.
- 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. Engineer shall receive payment in full prior to permitting.
- The Engineer shall not be responsible for the acts or omissions of the Client, Client's other consultants, Contractors, Subcontractors, their agents or employees, or other persons performing any of the Work. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any liabilities, damages and costs (including reasonable attorney fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Client, Client's other consultants, Contractors, Subcontractors, their agents or employees, or other persons performing any of the Work. Engineer maintains \$2M claim / \$2M aggregate professional liability insurance.
- 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 opinion and judgment and are not guarantees or predictions of actual values.
- 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.
- The laws of the State of Arizona shall govern this Agreement. 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. Client shall not withhold Engineer's compensation as a penalty or fee offset until and unless an adjudication has determined liability.
- 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. The Client's license to the instruments of service is withheld until Engineer receives payment in full for services rendered. Owner shall not utilize the Engineer's design without full payment to Engineer.
- **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.

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.

Donovan F.
Kelly

Digitally signed by Donovan F. Kelly
DN: cn=Donovan F. Kelly, o=Kelly,
Wright and Associates, PC, ou,
email=donovan@kwmech.com, c=US
Date: 2021.03.25 16:32:12 -07'00'

Donovan F. Kelly, P.E.
President

Accepted By:
Line and Space, LLC

Client Signature

Printed Name and Title

M3

Richard Elias Mission Library Expansion and Renovation Fee Proposal



ARCHITECTURE
ENGINEERING
CONSTRUCTION MANAGEMENT

March 26, 2021

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

Re: **Pima County Facilities Management – Mission Road Library Remodel/Expansion**
SOQO1002489 Rev 1

Dear Henry:

The following is a fee proposal to provide electrical engineering services for a \$3.3 million expansion and remodel to the existing Mission Road Library Center in accordance with the Pima County Scope of Work.

SCOPE OF WORK

1. Provide field investigations.
2. Provide power, lighting, and fire alarm design broken up in five phases for an approximate 14,600-15,600 square feet Library expansion/remodel to the existing Mission Road Library located at 3770 South Mission Road Tucson AZ. The square footage will consist of approximate 10,600 square feet of remodel, and 4,000-5,000 square feet of expansion.
3. Provide special systems design consisting of the following:
 - a. Tele/Data communications cabling design.
 - b. Security cabling design.
4. Provide outdoor lighting design to be in compliance with the 2012 City of Tucson Outdoor Lighting Code.
5. Attend up to 4 review meetings with Pima County during the design phases.
6. Provide construction administration services including shop drawing review, answering request for information (RFI's) and providing up to two site observation trips.
7. Provide bidding services consisting of answering questions and provided addenda information.
8. Provide as-built drafting of Contractor furnished, red-lined, as-built drawings.

ASSUMPTIONS AND EXCLUSIONS

1. All bulk construction document reproduction/printing is by others.
2. All electrical design and construction shall comply with the 2017 National Electrical Code (NEC) as adopted by Pima 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 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.

2951 W Sunset Rd
Suite 107
Tucson, Arizona
85704

293.1488
293.1488

www.m3eng.com

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. Value Engineering for major extensive re-design is excluded.
11. Providing photovoltaic design or conduit/raceway design is excluded.
12. The electrical design will be designed towards obtaining LEED Silver, but documentation will be excluded.

ELECTRICAL ENGINEERING FEE

SD Total	\$ 2,565
DD Total	\$ 5,510
50% CD	\$ 4,785
90% CD	\$ 3,275
100% CD	\$ 2,600
Bidding	\$ 575
CA	\$ 2,300
Site Observation Trips =	\$ 1,380
Record Drawings =	\$ 450
Total Fee	\$ 23,440

Please see attached breakdown.

Hourly rates shown below:

- Sr. Engineer I\$ 130.00/hr
- Sr. Designer I\$ 115.00/hr
- Designer II\$ 75.00/hr
- Administrator III.....\$ 65.00/hr

Please call me directly at 404-7903 if you have any questions, comments or concerns regarding this fixed fee proposal.

Sincerely,

M3 ENGINEERING & TECHNOLOGY CORPORATION

Enrique Giron
Project Manager

Enrique Giron
Project Manager
M3 Engineering & Technology Corporation
10000 Peachtree Dunwoody Road, Suite 100
Atlanta, GA 30338
Phone: (404) 790-0700
Fax: (404) 790-0701
Email: enrique.giron@m3eng.com

Accepted:

Line and Space, LLC

By: _____

Date: _____

PHASE	HOURS	RATES	FEE	SUBTOTAL
SCHEMATIC DESIGN				
Sr. Elec. Designer I	15	\$115	\$1,725	\$2,565
DESIGN DEVELOPMENT				
Sr. Engineer I	0	\$130	\$0	\$5,510
Sr. Elec. Designer I	19	\$115	\$2,185	
Elec Designer II	40	\$75	\$3,000	
Administrator III	5	\$65	\$325	
50% CONSTRUCTION DOCUMENTS				
Sr. Engineer I	0	\$130	\$0	\$4,785
Sr. Elec. Designer I	14	\$115	\$1,610	
Elec Designer II	38	\$75	\$2,850	
Administrator III	5	\$65	\$325	
90% CONSTRUCTION DOCUMENTS				
Sr. Engineer I	0	\$130	\$0	\$3,275
Sr. Elec. Designer I	10	\$115	\$1,150	
Elec Designer II	24	\$75	\$1,800	
Administrator III	5	\$65	\$325	
100% CONSTRUCTION DOCUMENTS				
Sr. Engineer I	5	\$130	\$650	\$2,600
Sr. Elec. Designer I	5	\$115	\$575	
Elec Designer II	14	\$75	\$1,050	
Administrator III	5	\$65.00	\$325	
TOTAL DESIGN FEE	216			\$18,735

PHASE	HOURS	RATES	FEE	SUBTOTAL
BIDDING				
Sr. Electrical Designer I	5	\$115	\$575	\$575
CONSTRUCTION ADMINISTRATION				
Sr. Engineer I		\$130	\$0	\$2,300
Sr. Electrical Designer I	20	\$115	\$2,300	
Elec Designer II		\$75	\$0	
Administrator III		\$65.00	\$0	
SITE OBSERVATION TRIPS (QTY OF 2)				
Sr. Engineer I		\$130	\$0	\$1,380
Sr. Electrical Designer I	12	\$115	\$1,380	
Elec Designer II		\$75	\$0	
Administrator III		\$65.00	\$0	
RECORD DRAWINGS				
Sr. Engineer I		\$130	\$0	\$450
Sr. Electrical Designer I		\$115	\$0	
Elec Designer II	6	\$75	\$450	
Administrator III		\$65.00	\$0	

TOTAL CA SERVICES**43****\$4,705**



Firm Name:
Project/Contract Description

M3 Engineering & Technology Corporation
Line & Space PC Richard Elias Mission Library
Fee Proposal March 11 2021

Overhead % 100%
Profit % 8%

	A	B	C	D
DISCIPLINE	DIRECT LABOR RATE	OVERHEAD	PROFIT	BILLING RATE
Senior Engineer I	\$60.19	\$60.19	\$9.63	\$130.00
Senior Designer I	\$53.24	\$53.24	\$8.52	\$115.00
Designer III	\$39.35	\$39.35	\$6.30	\$85.00
Designer II	\$34.72	\$34.72	\$5.56	\$75.00
Administrator III	\$30.09	\$30.09	\$4.81	\$65.00

Formulas:

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

MCH

Richard Elias Mission Library Expansion and Renovation Fee Proposal



MCKAY CONANT HOOVER INC.
Acoustics and Media Systems Consultants

MEMO from Cody McCaw
CMcCaw@MCHinc.com

TO: Henry Tom, Principal
Line and Space
627 E. Speedway, Tucson, AZ 85705

SUBJECT: Informal Revised AudioVisual Fee Estimate for Richard Elias Mission Library
Expansion
Tucson, AZ

cc: Dave Conant, Nancy Conant, Randy Willis/MCH, Johnny Birkinbine, Bob
Clements/L&S, files

DATE: 26 March 2021

Page 1 of 5 (Incl. cost breakdown and ST&Cs)

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. (2 PDFs received 06 March 2021) 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 & UNDERSTANDING

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 throughout the project. 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. Per your request this proposal begins work at the Schematic Design Phase, and we presume that pre-design work has already been completed and is otherwise not required and has been excluded from our scope. We have based this proposal on similar work we have done recently through Revit, with no need to coordinate models through BIM360 or similar collaboration means.
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. Meeting/Community room with AV media (audio, video and control) capabilities
 - b. Children's Room with AV media (audio, video and control) capabilities
 - c. Study Rooms with AV media (audio, video and control) capabilities
 - d. Teen Area/Maker Space with AV media (audio, video and control) capabilities

5655 Iindero Canyon Road, Suite 325	Westlake Village	CA	91362	818.991.9300	MCHinc.com
► 3961 North 75th Street	Scottsdale	AZ	85251	480.947.3335	
346 East Jackson Avenue	Orange	CA	92867	619.363.1658	



3. Personnel - The following lead individuals, who have considerable and demonstrated experience with this building type, will be responsible for this project.
 - a. David A. Conant, FASA – Principal-in-Charge
 - b. Randal Willis, PE. – Supervisory Consultant
 - c. Cody McCaw – Consultant, Project Manager
4. Anticipated Project Schedule Durations:

a. Pre-Design	2 Months
b. Design through Construction Document	10 Months
c. Permits and Bidding	3 Months
d. Construction – Substantial Completion	12 Months
e. Project Closeout	2 Months
5. This proposal is valid through April 15, 2021.
6. The following systems designs are not within our scope of work for the project: general or specialty lighting, life safety systems, building management, CATV/Satellite Design Services, Structured Cabling, Data Network hardware design and specification (switches, routers, security servers, etc.), wireless network design, security, surveillance and access control systems.
7. 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 2 sets of complete AV shop drawings produced by a specialty subcontractor qualified and experienced with many similar projects.
8. 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.
9. This proposal presumes the above shown schedule and an expectation that the project will run smoothly and continuously without significant delays or re-directed efforts.
10. We will provide opinions of probable cost for the programed 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.
11. Value Engineering Services (or the like) are excluded from this proposal.



12. We have budgeted for out of office trips to attend two site observations (1 to observe infrastructure rough-in and a second for substantial completion) during the duration of this work as follows:

- a. SD / Program Verification: 1 (Web based)
- b. Design Phases: 2 (Web based)
- c. CA Site Observations: 2 (In person)
- d. We have budgeted for any in person meetings and observations to be held in the Tucson metro area.
- e. In the interest of personal safety, we have proposed that all design meetings be held virtually through web-based means. Should you or the client desire face to face, in person meetings we would be happy to oblige and have provided an optional per meeting fee below.

13. To maximize cost savings we presume the AV contractor 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 inspection. If, after substantial completion, it is requested that we return for a back-check visit, we would be pleased to perform this observation as additional services.

14. Services beyond those identified above are considered additional 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 enclosed MCH *Standard Terms and Conditions*, which we deem an integral part of this proposal. 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. Reimbursable expenses (principally some travel to/from site) are included in the fees below.

AudioVisual Fees

\$17,971

*For additional detail, refer to the attached spreadsheet

Optional Service: In Person Meeting

Additional one-day, one person, in person meeting, report (including reimb.)

\$1,120



McKAY CONANT HOOVER inc

Project Name: Richard Elias Mission Library Expansion
 Tucson, AZ
 Proposal Number: 210311
 Firm: McKAY CONANT HOOVER INC
 Date Revised: March 26, 2021

Task No.	Basic Services	Totals	Billing Categories						Task Costs
			Principal-in-Charge	Supervisory Consultant Audiovisual	Senior Consultant Audiovisual	Staff Consultant Audiovisual	Clerical		
1	Schematic Design Meeting (Web) / Program Verification SD Drawings / Sketches Project Admin		0.5	4	-	12	-	\$2,033	
			-	3	-	4	-	\$852	
			-	-	-	4	-	\$458	
			0.5	0.5	-	4	-	\$623	
2	Design Development Meeting (Web) DD Drawings AV Coordination Drawings DD Spec Outline Opinion of Probable Cost Project Admin		-	5	-	30	-	\$4,177	
			-	1	-	2	-	\$394	
			-	0.5	-	14	-	\$1,886	
			-	0.5	-	4	-	\$541	
			-	1	-	2	-	\$394	
			-	0.5	-	4	-	\$541	
			-	1	-	4	-	\$623	
3	Construction Documents Meeting (Web) CD Drawings CD Specs Revised Opinion of Probable Cost Project Admin		-	5	-	34	-	\$4,636	
			-	1	-	2	-	\$394	
			-	1	-	20	-	\$2,458	
			-	1	-	6	-	\$852	
			-	0.5	-	2	-	\$311	
			-	1	-	4	-	\$623	
4	Bidding / Permitting Bidding / Permitting Revisions Qualified Contractor List Bid QA Review Bids		-	3	-	8	-	\$1,442	
			-	0.5	-	2	-	\$311	
			-	-	-	1	-	\$115	
			-	1	-	2	-	\$394	
			-	1	-	4	-	\$623	
5	Construction Admin Infrastructure Obsv. (In Person) Field Report Review Contractor Submittals Rack Review (Remote) RFIs / ASIs Sub Comp. Observation (In Person) Punch List Final Acceptance Project Admin / Record Docs		0.6	5	-	39	-	\$5,291	
			-	-	-	6	-	\$687	
			-	0.5	-	2	-	\$311	
			-	0.5	-	8	-	\$999	
			-	-	-	2	-	\$229	
			-	1	-	4	-	\$623	
			-	-	-	6	-	\$687	
			-	1	-	4	-	\$623	
			-	0.5	-	1	-	\$197	
			0.5	1	-	6	-	\$934	
Total Hours			1	19.5	-	124	-	\$17,579	
Hourly Rate			\$ 56	\$ 56	\$ 46	\$ 39	\$ 9		

Labor Costs	\$ 5,984
OH Rate @ 17.2%	10,292
Total Labor and Overhead	\$ 16,276
Profit @ 8%	1,302
Total Labor, Overhead & Profit	\$ 17,579
Other Direct Costs (ODC)	
Printing	\$ -
Travel	\$ 392
Communications	\$ -
Instrumentation & Shipping	\$ -
Total Other Direct Costs	\$ 392
Subconsultants:	
Sub Name	\$ -
Sub Name	\$ -
	\$ -
Total Subconsultant Costs	\$ -
Total ODC & Subconsultants	\$ 392
Total Costs	\$ 17,971

Reimb. Expenses are included in the above fees.

**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 has budgeted to include reimbursable expenses within this fee.
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 \$220, Senior Consultants \$105 to \$155, Associate Consultants, Consultants and Staff Assistants, \$60 to \$125. Time spent in travel during normal business hours will be charged as time worked. MCH reserves the right to change its hourly rates.
2. 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-changes 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 \$1,000,000 per occurrence and \$2,000,000 aggregate. 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.

Rider Levett Bucknall

Richard Elias Mission Library Expansion and Renovation Fee Proposal



Rider Levett Bucknall

33 West Congress Street
Suite 215
Tucson, Arizona 85701

T: +1 520 777 7581

JJM: FP: RML

29 Mar 2021

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

Dear Mr. Tom:

**RE: PIMA COUNTY RICHARD ELIAS MISSION LIBRARY EXPANSION AND RENOVATION -
COST CONSULTANCY SERVICES**

Thank you very much for inviting Rider Levett Bucknall (RLB) to submit a proposal to provide Cost Consultancy Services for the Pima County Richard Elias Mission Library Expansion and Renovation project located at 3770 South Mission Road. in Tucson, AZ. We understand that Pima County will utilize a Design-Bid-Build delivery method. Our fees are based on the building areas and general project scope found in the Scope of Professional Services dated 03 Nov 2020(1). If the design submission or cost estimate structure changes from that which is listed below, RLB reserves the right to re-negotiate our fees.

Consultant Proposed Fees

Our fees are broken down per hour as requested below:

Schematic Design Phase Cost Estimate

Description	Rate	Hours	Sum
Senior Cost Manager	\$160	12	\$1,920
Cost Manager	\$135	28	\$3,790
Total		40	\$5,700

Design Development Phase Cost Estimate

Description	Rate	Hours	Sum
Senior Cost Manager	\$160	16	\$2,560
Cost Manager	\$135	36	\$4,860
Total		52	\$7,420

RLB.com

PIMA COUNTY RICHARD ELIAS MISSION LIBRARY EXPANSION AND RENOVATION – COST CONSULTANCY SERVICES

50% Construction Document Phase Cost Estimate

Description	Rate	Hours	Sum
Senior Cost Manager	\$160	16	\$2,560
Cost Manager	\$135	36	\$4,860
Total		52	\$7,420

90% Construction Document Phase Cost Estimate

Description	Rate	Hours	Sum
Senior Cost Manager	\$160	12	\$1,920
Cost Manager	\$135	24	\$3,240
Total		36	\$5,160

Update to the 90% Construction Documents Estimate at the 100% Design Submission (Not a Full 100% Construction Documents Cost Estimate)

Description	Rate	Hours	Sum
Senior Cost Manager	\$160	4	\$640
Total		4	\$640

Total - \$26,340

Exclusions

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

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

**PIMA COUNTY RICHARD ELIAS MISSION LIBRARY EXPANSION AND RENOVATION – COST
CONSULTANCY SERVICES**

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

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

Yours sincerely,



Josh Marks, PE, PMP
Associate Principal
Rider Levett Bucknall Ltd

Accepted: _____

Position / Title: _____

Date: _____

END EXHIBIT "B"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2021

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 Crest Insurance Group, LLC 5285 E. Williams Circle Suite 4500 Tucson AZ 85711	CONTACT NAME: Danel McCartin
	PHONE (A/C, No, Ext): 520-881-5760 FAX (A/C, No): 520-325-3757
	E-MAIL ADDRESS: dmccartin@crestins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Insurance Company
	INSURER B: Cincinnati Casualty Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 1831599934	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250 Ded Per Cla GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP 0216804	11/10/2020	11/10/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	EPP 0216804	11/10/2020	11/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0216804	11/10/2020	11/10/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	EWC 0368652	11/10/2020	11/10/2021	<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)
Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Auto Liability). Coverage is Primary and Non-Contributory (General Liability & Auto Liability). Waiver of Subrogation (General Liability, Auto Liability & Worker's Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.
Project: A&E Services: Richard Elias Mission Library Expansion and Renovation. Pima County is included as additional insured per the above and attached endorsements.

CERTIFICATE HOLDER Pima County Procurement Department Design and Construction Division 130 West Congress, 3rd Floor Tucson AZ 85701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cody Ritchie</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2021

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

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

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

COVERAGES**CERTIFICATE NUMBER:** 61463765**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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> 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 DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		AEH113783702	5/18/2020	5/18/2021	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 A&E Services: Richard Elias Mission Library Expansion and Renovation.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement Department Design and Construction Division Attn: Maria (Lorraine) Gonzals, Buyer-Senior 150 W. Congress St., 5th Fl. 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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ACORD 25 (2016/03)

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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: 11-10-2020	Policy Number: EBA 021 68 04
Named Insured: LINE & SPACE LLC, LINE AND SPA	
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:

**ATTN: MALL SAGE, CONTRACTS OFFICER
130 W CONGRESS ST FL 3
TUCSON, AZ 85701-1317**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

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: 11-10-2020	Policy Number: EBA 021 68 04
Named Insured: LINE & SPACE LLC, LINE AND SPA	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

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: 11-10-2020	Policy Number: EBA 021 68 04
Named Insured: LINE & SPACE LLC, LINE AND SPA	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

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

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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:

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

4. Supplementary Payments

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

5. Medical Payments

Medical Expense Limit: \$ 10,000

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

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

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

Deductibles (Each Occurrence)

Coverage a. \$250

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

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

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

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

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
2) Occurred prior to the effective date of this endorsement provided:

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

You will be deemed to have

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

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

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

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

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

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

(b) Dishonest, Fraudulent, Criminal or Malicious Act

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

(c) Failure to Perform a Contract

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

(d) Insufficiency of Funds

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

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

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

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

(g) ERISA

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

(h) Available Benefits

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

(i) Taxes, Fines or Penalties

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

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassign-

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

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

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

(3) Supplementary Payments

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

b. Who is an Insured

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

- (1) If you are designated in the Declarations as:

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

rectors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

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

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

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

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

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

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

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

(4) **Deductible Amount**

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

reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

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

d. **Additional Conditions**

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

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

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

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

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

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

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

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

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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

5. Other Insurance

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

a. Primary Insurance

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

method described in b. below.

b. Method of Sharing

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

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

c. No Coverage

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

e. Additional Definitions

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

- (1) The following definitions are added:

1. "Administration" means:

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

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

However, "administration" does not include:

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

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

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

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

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

- c. An appeal of a civil proceeding.

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

2. **Unintentional Failure to Disclose Hazards**

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

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

3. Damage to Premises Rented to You

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

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

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

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

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

This insurance does not apply to:

- (a) "Property damage":

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

- e) Settling, cracking, shrinking or expansion; or

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

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

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

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

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

- a) Foundations, walls, floors or paved surfaces;

- b) Basements, whether paved or not; or

- c) Doors, windows or other openings.

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

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

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

- (d) Loss to or damage to:

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

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

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

c. Limit of Insurance

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

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

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

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

4. Supplementary Payments

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

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

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

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

a. **Voluntary Property Damage Coverage**

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

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

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

b. **Care, Custody or Control Liability Coverage**

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

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

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

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

b. Deductible Clause

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

7. 180 Day Coverage for Newly Formed or Acquired Organizations

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

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

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

8. Waiver of Subrogation

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

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

9. Automatic Additional Insured⁶ - 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".

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 11-10-2020 Policy No. EWC 036 86 52-06 Endorsement No.

Insured LINE & SPACE LLC

Insurance Company THE CINCINNATI CASUALTY COMPANY

Premium \$INCL

Countersigned by _____