



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/07/2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

Poster Mitro McDonald, Inc. (Headquarters: Tucson, AZ)

***Project Title/Description:**

Himmel Park Library Expansion & Renovation (XLHIML)

***Purpose:**

Award: Contract No. CT-CPO-24-193. The award of contract is to the highest qualified consultant in the amount of \$607,608.00 for a contract term of 11/07/23 to 03/31/27 for the design of the Himmel Park Library Expansion & Renovation. Administering Department: Project Design and Construction.

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2300018 was conducted in accordance with A.R.S. § 34-603 and Pima County Supervisors Policy D29.1. Five (5) responsive statement of qualifications were received and evaluated by a five (5) member committee using qualifications and experience-based selection criteria. Based on the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of three (3) 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 scope of work for this project is to fully renovate the existing library interior, and to expand the building by +/- 2,600 square feet to increase the public and staff areas to meet current library and public needs.

***Public Benefit:**

The additional space will allow the library to provide better service to the public. These spaces could include expanded children's and teens areas, and space for collections. With the expanded staff space, the operations of the library will become more efficient and organized.

***Metrics Available to Measure Performance:**

Providing a well-functioning library in alignment with project budget and schedule.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: CPO Contract Number (i.e., 15-123): 24-193
Commencement Date: 11/07/23 Termination Date: 03/31/27 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 607,608.00 * Revenue Amount: \$

*Funding Source(s) required: 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 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: Procurement Officer Dawn Dargan Division Manager Scott Loomis
Digitally signed by Dawn Dargan Date: 2023.10.12 11:49:03 -0700 Digitally signed by Scott Loomis Date: 2023.10.11 17:12:43 -0700

Department: Procurement Director Terri Spencer Telephone: 520-724-9071
Digitally signed by Terri Spencer Date: 2023.10.12 11:49:03 -0700

Department Director Signature: Sheila Holben Date: 10/16/23
Deputy County Administrator Signature: Date: 10/17/2023
County Administrator Signature: Date: 10/17/2023



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: October 11, 2023

The Procurement Department hereby issues formal notice to respondents to Solicitation No. SFQ-PO-2300018 for Architectural and Engineering Design Services: Himmel Park Library Expansion & Renovation (XLHIML) 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 November 7, 2023.

Award is recommended to the most qualified Respondent.

AWARDEE NAME

Poster Mirto McDonald, Inc.

OTHER RESPONDENT NAMES

BWS Architects
Line and Space, LLC

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

Issued by: Dawn Dargan, Procurement Officer

Telephone Number: 520-724-9071

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 DEPARTMENT OF PROJECT DESIGN AND CONSTRUCTION

PROJECT: Himmel Park Library Expansion & Renovation (XLHIML)
CONSULTANT: Poster Mirto McDonald, Inc.
317 N. Court Ave
Tucson, AZ 85701
CONTRACT NO.: CT-CPO-24-193
AMOUNT: \$607,608.00
FUNDING: Non-Bond Projects

CONSULTANT SERVICES CONTRACT

1. Parties, Background and Purpose

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Poster Mirto McDonald, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Himmel Park Library Expansion & Renovation (XLHIML) (“Project”).
- 1.3. Solicitation. County previously issued Solicitation No. SFQ-PO-2300018 for Himmel Park Library Expansion & Renovation (XLHIML) (the Solicitation). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant’s Response. Consultant’s representations in response to Pima County Solicitation No. SFQ-PO-2300018, Consultant was determined to be the most qualified for this Project.

2. Term and Extension/Renewal/Changes

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on November 7, 2023, and terminates on March 31, 2027, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services. Consultant agrees to provide Architectural and Engineering Design Services for the County as described in Exhibit A – Scope of Services (12 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 before the work under the amendment commences.

4. Definitions

- 4.1. Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by County.
- 4.2. Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a “not-to-exceed” amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with Article 5.
- 4.3. Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (47 pages).
- 4.5. Fee. Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. Labor Rates. Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant’s fixed Fee.
- 4.9. Indirect Costs. Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

5. Compensation and Payment

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Article 5 and Article 6.
- 5.2. Compensation Schedule. Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule. Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the Consultant's invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.
- 5.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$607,608.00.
- 5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 5.7. Invoice Adjustments. For the period of record retention required under Article 25, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. Additional Services. Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant's own risk. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in v. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.

- 5.9. Invoice Discrepancies. County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

6. Project Baseline and Adjustments

- 6.1. Schedule. County and Consultant have agreed upon the Project scope and the total Cost Plus Fixed Fee and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- 6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County -caused delay; provided, however, that if the County -caused delay overlaps a period of delay attributable to any other cause, the extension for County -caused delay is limited to the number of non-overlapped days of County -caused delay.
- 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
- 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.

- 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
- 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
- 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
- 6.2.7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- 6.3. Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

7. Reallocation of Funds

- 7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.
- 7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:
 - 7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County’s department representative and the Consultant’s project manager by written agreement.
 - 7.2.2. Procurement Director. County’s Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
 - 7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.
- 7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or

reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

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

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

8.2. Insurance Coverages and Limits.

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

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

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

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

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

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

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

8.3. Additional Insurance Requirements:

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

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

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

8.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded Consultant will be primary and that any insurance carried by the Department, its agents, officials, employees or County will be excess and not contributory insurance.

8.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Contract.

8.4. Notice of Cancellation:

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

8.5. Verification of Coverage:

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

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

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

8.6. Approval and Modifications:

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

from the Consultant, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. Indemnification

- 9.1. To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all Claims. Consultant is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
- 9.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.
- 9.3. Upon request, Consultant may fully indemnify and hold harmless any private property owner granting a right of entry to Consultant for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County, its agents, employees or indemnities.

10. Laws and Regulations

- 10.1. Compliance with Laws. Consultant will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.
- 10.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.
- 10.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.

11. **Status of Consultant.** Consultant is an independent Consultant. Neither Consultant, nor any of Consultant's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Consultant is responsible for paying all federal, state, and local taxes on the compensation received by Consultant under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

12. Consultant's Performance

- 12.1. Performance. Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this contract, Consultant will obtain County's approval.
- 12.2. Responsibility. Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.

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

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

15. Non-Assignment. Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

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

17. Americans with Disabilities Act. Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

18. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

19. Termination of Contract for Default.

- 19.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to

the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.

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

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

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

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

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

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

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

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

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

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

19.7. Rights and Remedies. 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.

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

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

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

COUNTY:

Martyn Klell, Deputy Director
Project Design and Construction
150 W. Congress, 3rd Floor
Tucson, AZ 85701
Tel: (520) 724-3085

CONSULTANT:

Corky Poster, Architect/Planner/Principal
Poster Mitro McDonald, Inc.
317 N. Court Ave
Tucson, AZ 85701
Tel: (520) 882-6310

23. Other Documents. County and Consultant in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. SFQ-PO-2300018, 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.

24. Remedies. Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Article 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

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

26. Books and Records

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

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

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

28. Disputes

28.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Contract or the parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Consultant's

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

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

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

30. Public Records

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

30.2. Records Marked Confidential.

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

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

31. Legal Arizona Workers Act Compliance

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

work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.

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

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

31.4. Subconsultants. Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this 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."

31.5. Costs. 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.

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

33. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any consultants, subconsultants or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

34. Amendment. Except for the amendment provision above in Article 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.

35. Entire Agreement. This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

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

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

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONSULTANT:

Signature



Jon Mirto, Principal
Name and Title (Please Print)

10.16.2023

Date

ATTEST:

Clerk of the Board

Date

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

EXHIBIT A – SCOPE OF SERVICES (12 Pages)



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 METHOD**

DATE (Version): May 02, 2023 (1)
PROJECT NAME: Himmel Park Library Expansion & Renovation (XLHIML)
PROJECT LOCATION: 1035 N. Treat Avenue, Tucson, AZ 85716

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 weekly basis 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 with input from the County. 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:

Himmel Park Library was constructed in 1961. It is approximately 6,500 sf and is part of the 27.5 acre Himmel Park owned by the City of Tucson. The library is located within the Sam Hughes Historic District which has National Historic Register Status. The library is a non-contributor but it is eligible for the historic register. The design will be reviewed by the Tucson Pima County Historical Commission Plans Review Committee (PRS) to confirm the expansion/renovation does not detract from the district's National Historic Register Status.

The current library is in need of a renovation to modernize the building systems up to current codes which will decrease maintenance costs, prolong the life of the building, and reduce energy consumption. Additionally, the Library District has evolved and a new contemporary library functions differently than a library built in 1961. The expansion and renovation will permit the building to support the Library District's current needs and increase capacity to serve the community.

The scope of work for this project is to fully renovate the existing library interior, replace the mechanical, plumbing, and electrical systems as necessary, and to expand the building by +/- 2,600 square feet to increase the public and staff areas to meet current library and public needs. A new exterior space adjacent to the entry will provide an outdoor space for the library's use as well. It is anticipated that the building will expand to the north and southwest to maintain park area and its various uses.

City of Tucson currently owns the library and the land it is on, but the library is operated by the Pima County Library District. As part of this design process, the team will need to determine what amount, if any, of the land around the library will remain under COT management, and what portion will be included with to Pima County's acquisition of the library.

The design team will need to interact with the Community, Historic Associations, and the City of Tucson to communicate the design development of the library renovation and expansion and its impact on park and existing infrastructure

The County's Project Team will consist of representatives from Pima County Project Design and Construction (PCPDC) 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 Pima County Library Staff, the Pima County Cultural Resources and Historic Preservation Office, and Pima County Facilities Management.

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

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 – Emergency Power as-needed
- Telecommunication Systems Design & Coordination with Pima County
- Fire Alarm Engineering Delegated Design
- Cost Estimating at all phases
- Audio/Visual Coordination with Pima County
- Acoustical Design
- Historical Preservation Consultation
- 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 design, space planning and conceptual furniture layout with consultation with Pima County. Pima County will select, specify, procure and manage installation for furniture. Finish materials and color selections will be by Consultant using Pima County's standards as a basis for selecting the finishes. The Consultant shall provide samples of all proposed finishes for review by PIMA County, Pima County will have final approval for any proposed finishes.

Consultant to provide design services for infrastructure, cabling, and layout of IT, A/V, and security systems with consultation with Pima County in order to provide complete systems installed by General Contractor.

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

4. Estimated Budget & Cost Control

The total construction budget for this Project shall not exceed **\$4,400,000**. 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– Two Month
 - b) Design through Construction Document –Ten Months
 - c) Permits and Bidding – Three Months
 - d) Construction – 14 Months
 - e) Project Closeout – Two 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:

a. Existing Conditions Survey:

The Consultant shall provide a survey and legal description, licensed by the 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 and proposed 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 and below 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 design team shall contact and coordinate all parties required for the blue-staking process. The Consultant shall visit the project site and field measure and photograph existing conditions as necessary to become familiar with the site.

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

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

Drawings prepared by the Consultant shall be in AutoCAD (2017, or newer, format) using the National CAD Standards Layering Convention (version 4 or later) for PC use.

b. Program Verification:

At the award of this contract, the Consultant shall meet with the project stakeholders to verify the program, functional needs and organizational relationships of the new building.

c. 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 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 the Schematic Design Submittal.

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

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

Within 1-2 weeks after the submission, the Consultant shall submit to the County, a Statement of Probable Construction Cost. Provide in an 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 format to the County for review and approval.

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

Within 1-2 weeks after the submission, 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 formats.

At 50% Construction Document Submission, Consultant shall provide a finish selections board for review. At 90% Construction Document Submission, Consultant shall updated finish selections if revisions were required.

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 1-2 weeks after the submission, 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.

Within 1-2 weeks after the submission of the 100% CD Submittal, Consultant shall submit an Estimate of Construction Cost. 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 Document. 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 Phase of the Construction Contract:

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona, and as the same may hereinafter be amended with approval of both parties after review by the Consultant.

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

Consultant's Construction Administration Phase shall commence with the pre- construction meeting/notice-to-proceed to the General Contractor and will terminate 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-Consultant's to the Consultant shall also furnish periodic written records of their inspection of the Work, which shall be submitted to the County, through the Consultant, for the County files.

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

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

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

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

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

Defective work not remedied, or;

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

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

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

Damage to another contract, or;

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

Unsatisfactory execution of the Work by the Contractor, 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 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.

1. As part of the Project Closeout requirements, the Consultant shall prepare records drawings in AutoCAD format which contain external references (x-refs) by using the "Bind" command so that the x-ref drawing becomes part of the final drawing. This will prevent unintentional updating of archived drawings by later changes to referenced drawings. Binding an x-ref to the final drawing makes the x- ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x-ref drawings, including all its x-ref-dependent names objects (blocks, dimension styles, layers, linetypes, and text styles) by using the XREF Bind option. AutoCAD layers to be per Pima County standards. Referenced images, PDF's, or other file format shall also be bound and submitted individually as part of the record drawings package.
2. When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use: Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names 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.
3. Do not create drawings using proxy objects.
4. Provide a digital copy of the Record Drawings in AutoCAD format and deliver to the County.
5. The Consultant shall provide a PDF file for each sheet within the original Construction Drawings Package. Each file shall be labeled with the sheet name; i.e. A001, M-01, etc and the Sheet Title.
6. 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.

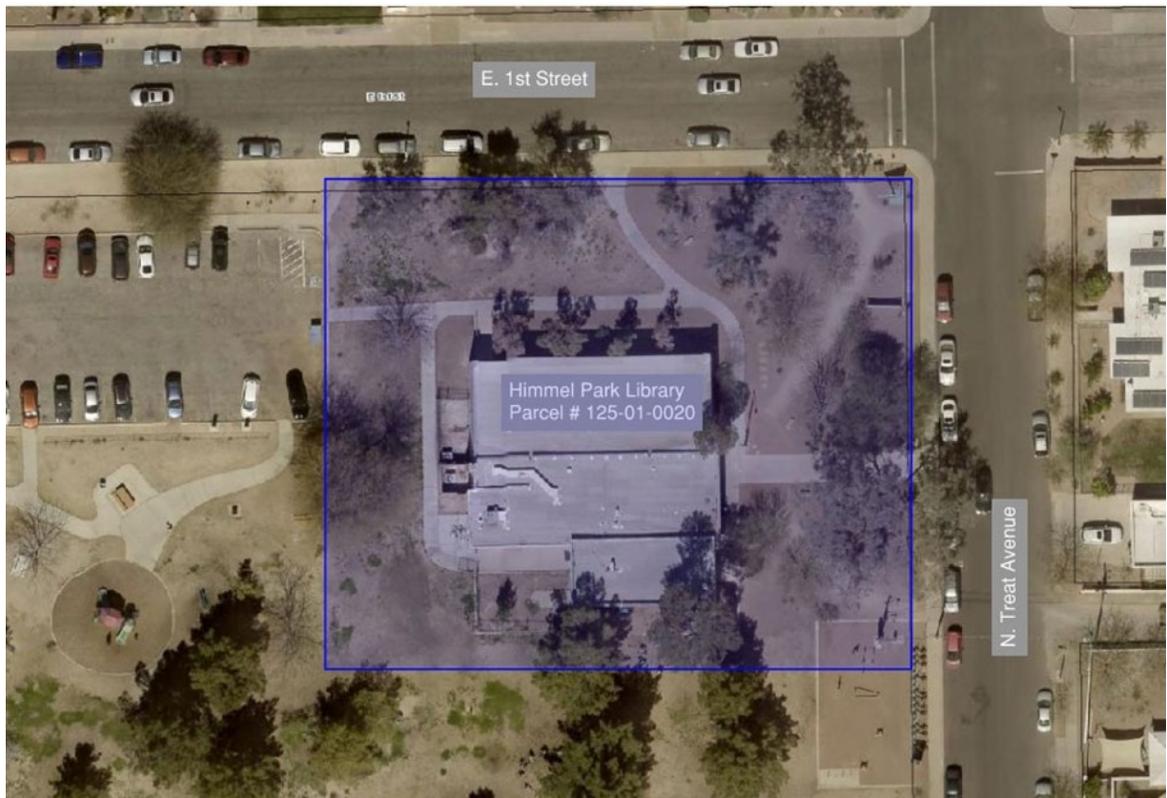
B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

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 Pima County will be assigned to work with the Consultant;

3. Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the Consultant to verify the field conditions;
4. Any reports and/or mitigation known to Pima County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the County will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
5. Any building Materials and Finishes Standards desired by the County;
6. Apply for and pay all building permit fees to include Pima County Wastewater fees (if any);
7. Consultation with Pima County officials as required.
8. Obtain and pay for third party Commissioning Agent.
9. PCFM will Provide Pima County Design and Construction Standards.

MAP OF THE AREA



END OF EXHIBIT A

EXHIBIT B - COMPENSATION SCHEDULE (47 pages)

1. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS

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

2. COMPENSATION DETAILS

A. Cost Allocation and Ceilings

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

B. Cost Adjustments

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

C. Progress Payments

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

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

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

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

b. Annual Salaried Professionals

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

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

4. Expenses

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

5. Unallowable Costs

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

C. INVOICING

Consultant will submit invoices monthly, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. The Project Manager may delay approval for up to 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.

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POSTER MIRTO McDONALD

ARCHITECTURE
PLANNING
PRESERVATION

DATE: October 6, 2023

TO: Martyn Klell and Sara Fontaine, Architects, Pima County Facilities Management

FROM: Corky Poster, Architect/Principal, Poster Mirto McDonald

RE: Himmel Park Library Expansion & Renovation

SCOPE: Professional services for this Project consist of the following and as described in SFQ PO-2300018

1. Existing Conditions Survey
2. Program Verification
3. Schematic Design
4. Design Development
5. Construction Documentation in 3 submittals, 5-1 50%, 5-2 90%, 5-3 100% Bid Documents
5. Bidding and Negotiation
6. Construction Administration
7. Record Drawings

BASE TASK #	PMM - Prime Consultant TASK DESCRIPTION	Staff Description	Billable Rate	Hrs per Task	PMM Total Per Staff	Eng Disc	Sub-consultant	Total Per Task
1	Do an existing conditions survey of buildings/site as per PC-SOW 6a. Existing building survey as per 6c.	Principal/Arch	\$ 150.22	24	\$ 3,605	Rick	\$ 7,460	
		Junior Arch.	\$ 94.54	16	\$ 1,513			
		Arch. Associate	\$ 77.70	48	\$ 3,730			
		PMM Profit @10%			\$ 885			\$ 17,192
2	Meet w Owner/Developer to verify project program as per PC-SOW 6b	Principal/Arch	\$ 150.22	24	\$ 3,605	Rick	\$ 690	
		Junior Arch.	\$ 94.54	0	\$ -	Sharp	\$ 4,500	
		Arch. Associate	\$ 77.70	24	\$ 1,865	EDG	\$ 1,520	
		PMM Profit @10%			\$ 547	RLB	\$ 7,430	\$ 20,157
3	Prepare Schematic Design documents for entire project as per SOW 7b. Includes historic review. and Estimated cost	Principal/Arch	\$ 150.22	140	\$ 21,031	Rick	\$ 1,260	
		Junior Arch.	\$ 94.54	36	\$ 3,403	Sharp	\$ 6,250	
		Arch. Associate	\$ 77.70	140	\$ 10,878	Duecker	\$ 1,343	
		PMM Profit @10%			\$ 3,531	KC	\$ 4,086	
						EDG	\$ 3,270	
						Dplace	\$ 495	
						S&W	\$ 326	\$ 62,959
4	Prepare Design Development documents for entire project as per SOW 7c. Includes historic review. and Estimated cost	Principal/Arch	\$ 150.22	120	\$ 18,026	Sharp	\$ 9,250	
		Junior Arch.	\$ 94.54	64	\$ 6,051	Duecker	\$ 1,194	
		Arch. Associate	\$ 77.70	160	\$ 12,432	KC	\$ 9,286	
		PMM Profit @10%			\$ 3,651	EDG	\$ 6,400	
				S&W	\$ 1,953			
				RLB	\$ 10,260	\$ 78,503		
5-1	Prepare 50% CD's for patio/required building stability (+ façade) per PC-SOW 7d. + Historic review and cost.	Principal/Arch	\$ 150.22	100	\$ 15,022	Rick	\$ 1,230	
		Junior Arch.	\$ 94.54	84	\$ 7,941	Sharp	\$ 8,950	
		Arch. Associate	\$ 77.70	180	\$ 13,986	Duecker	\$ 2,000	
		PMM Profit @10%			\$ 3,695	KC	\$ 6,500	
				EDG	\$ 8,500			
				Dplace	\$ 2,475			
				RLB	\$ 10,260	\$ 80,559		
5-2	Prepare 90% Construction Documents for patio/required building stability as per PC-SOW 7d+ Cost	Principal/Arch	\$ 150.22	120	\$ 18,026	Rick	\$ 2,670	
		Junior Arch.	\$ 94.54	64	\$ 6,051	Sharp	\$ 6,500	
		Arch. Associate	\$ 77.70	180	\$ 13,986	Duecker	\$ 1,327	
		PMM Profit @10%			\$ 3,806	KC	\$ 4,800	
				EDG	\$ 6,200			
				Dplace	\$ 990			
				S&W	\$ 814	\$ 72,256		
5-3	Prepare 100% Construction Documents for patio and required building stability as per PC-SOW 7e + Cost	Principal/Arch	\$ 150.22	64	\$ 9,614	Rick	\$ 1,280	
		Junior Arch.	\$ 94.54	48	\$ 4,538	Sharp	\$ 2,300	
		Arch. Associate	\$ 77.70	64	\$ 4,973	Duecker	\$ 1,000	
		PMM Profit @10%			\$ 1,912	KC	\$ 1,998	
				EDG	\$ 1,400			
				Dplace	\$ 990			
				RLB	\$ 1,304	\$ 31,309		
6	Bid or negotiate agreement with general contractor per PC-SOW 7f	Principal/Arch	\$ 150.22	24	\$ 3,605	Rick	\$ 850	
		Junior Arch.	\$ 94.54	0	\$ -	Sharp	\$ 750	
		Arch. Associate	\$ 77.70	24	\$ 1,865	Duecker	\$ 746	
		PMM Profit @10%			\$ 547	KC	\$ 300	
				EDG	\$ 380			
				S&W	\$ 163	\$ 9,206		
7	Provide full service CA during construction per PC-SOW 7g	Principal/Arch	\$ 150.22	220	\$ 33,048	Rick	\$ 4,890	
		Junior Arch.	\$ 94.54	12	\$ 1,134	Sharp	\$ 9,000	
		Arch. Associate	\$ 77.70	420	\$ 32,634	Duecker	\$ 2,237	
		PMM Profit @10%			\$ 6,682	KC	\$ 3,007	
				EDG	\$ 4,325			
				Dplace	\$ 810			
				S&W	\$ 255	\$ 98,023		
8	Provide project close-out as per PC-SOW 7h	Principal/Arch	\$ 150.22	16	\$ 2,404	EDG	\$ 1,085	
		Junior Arch.	\$ 94.54	16	\$ 1,513			
		Arch. Associate	\$ 77.70	24	\$ 1,865			
		PMM Profit @10%			\$ 578			\$ 7,444
9	Design Contingency for Add Services							\$ 130,000
SUBTOTAL PHASE 1				1892	\$ 284,178		\$ 193,430	\$ 607,608



**POSTER
MIRTO
McDONALD**

ARCHITECTURE
PLANNING
PRESERVATION

DATE: October 3, 2023 **Page 2 of 2**

TO: Martyn Klell and Sara Fontaine, Architects, Pima County Facilities Management

FROM: Corky Poster, Architect/Principal, Poster Mirto McDonald

RE: Himmel Park Library Expansion & Renovation

SCOPE: Professional services for this Project consist of the following and as described in SFQ PO-23000

1. Existing Conditions Survey
2. Program Verification
3. Schematic Design
4. Design Development
5. Construction Documentation in 3 submittals, 5-1 50%, 5-2 90%, 5-3 100% Bid Documents
5. Bidding and Negotiation
6. Construction Administration
7. Record Drawings

Sub-Consultant Detail by Task and Sub-Consultant											
Sub-Consultant	Survey	Program	SD	DD	CD-50	CD-90	CD-100	Bid	CA	Closeout	Total
Rick Civil Eng.	\$ 7,460	\$ 690	\$ 1,260		\$ 1,230	\$ 2,670	\$ 1,280	\$ 850	\$ 4,890		\$ 20,330
Dan Sharp LAR		\$ 4,500	\$ 6,250	\$ 9,250	\$ 8,950	\$ 6,500	\$ 2,300	\$ 750	\$ 9,000		\$ 47,500
Duecker Struct.			\$ 1,343	\$ 1,194	\$ 2,000	\$ 1,327	\$ 1,000	\$ 746	\$ 2,237		\$ 9,847
KC Mechanical			\$ 4,086	\$ 9,286	\$ 6,500	\$ 4,800	\$ 1,998	\$ 300	\$ 3,007		\$ 29,977
EDG Electrical		\$ 1,520	\$ 3,270	\$ 6,400	\$ 8,500	\$ 6,200	\$ 1,400	\$ 380	\$ 4,325	\$ 1,085	\$ 33,080
Dpalce			\$ 495		\$ 2,475	\$ 990	\$ 990		\$ 810		\$ 5,760
Spendiarian & Willis			\$ 326	\$ 1,953		\$ 814		\$ 163	\$ 255		\$ 3,510
RLB Estimating		\$ 7,430	\$ 7,086	\$10,260	\$10,260	\$ 7,086	\$ 1,304				\$ 43,426
Audio-Visual (Not in Contract, by agreement)											
Total Consultants	\$ 7,460	\$14,140	\$24,116	\$38,343	\$39,915	\$30,387	\$10,272	\$ 3,189	\$24,524	\$ 1,085	\$ 193,430
PMM, Architects	\$ 9,732	\$ 6,017	\$38,843	\$40,160	\$40,644	\$41,869	\$21,037	\$ 6,017	\$73,499	\$ 6,359	\$ 284,178
Design Contingency											\$ 130,000
Total by Task	\$17,192	\$20,157	\$62,959	\$78,503	\$80,559	\$72,256	\$31,309	\$ 9,206	\$98,023	\$ 7,444	\$ 607,608



DATE: September 7, 2023

TO: Martyn Klell and Sara Fontaine, Architects, Pima County Facilities Management

FROM: Kevin Hall, Rick Engineering

RE: Himmel Park Library Expansion and Renovation

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

1. Existing Conditions Survey
2. Program Verification
3. Schematic Design
4. Design Development
5. Construction Documentation in three submittals
 - 5-1 50% CD Review, 5-2 90% CD Review, 5-3 100% Bid Documents
5. Bidding and Negotiation
6. Construction Administration
7. Record Drawings

BASE TASK NO.	Civil Sub-Consultant Rick Engineering TASK DESCRIPTION	Staff Description	Billable Rate	Hrs Per Task	Total Per Task/Staff	Total Per Task
HIMMEL PARK LIBRARY EXPANSION & RENOVATION						
1*	Do an existing conditions survey of buildings/site as per PC-SOW 6a. Existing building assessment as per 6c.	Project PM	\$ 190.00	2	\$ 380	
		Survey PM	\$ 165.00	8	\$ 1,320	
		Survey Field Crew	\$ 180.00	16	\$ 2,880	
		CAD Tech	\$ 90.00	32	\$ 2,880	\$ 7,460
2	Meet w Owner/Developer to verify project program as per PC-SOW 6b	Project PM	\$ 190.00	2	\$ 380	
		Project Engineer	\$ 155.00	2	\$ 310	
		CAD Tech	\$ 90.00		\$ -	
		Project Coordinator	\$ 115.00		\$ -	\$ 690
3	Prepare Schematic Design documents for entire project as per SOW 7b. Includes courtesy historic review and Estimated cost	Project PM	\$ 190.00		\$ -	
		Project Engineer	\$ 155.00	2	\$ 310	
		CAD Tech	\$ 90.00	8	\$ 720	
		Project Coordinator	\$ 115.00	2	\$ 230	\$ 1,260
4-1	Prepare 50% CD's for project per PC- SOW 7c. + Historic review and cost.	Project PM	\$ 190.00	2	\$ 380	
		Project Engineer	\$ 155.00	4	\$ 620	
		CAD Tech	\$ 90.00		\$ -	
		Project Coordinator	\$ 115.00	2	\$ 230	\$ 1,230
4-2	Prepare 90% Construction Documents for project as per PC-SOW 7c + Cost	Project PM	\$ 190.00	2	\$ 380	
		Project Engineer	\$ 155.00	4	\$ 620	
		CAD Tech	\$ 90.00	16	\$ 1,440	
		Project Coordinator	\$ 115.00	2	\$ 230	\$ 2,670
4-3	Prepare 100% Construction Documents for project as per PC-SOW 7d + Cost	Project PM	\$ 190.00	2	\$ 380	
		Project Engineer	\$ 155.00	2	\$ 310	
		CAD Tech	\$ 90.00	4	\$ 360	
		Project Coordinator	\$ 115.00	2	\$ 230	\$ 1,280
5	Bid or negotiate agreement with general contractor per PC-SOW 7e	Project PM	\$ 190.00		\$ -	
		Project Engineer	\$ 155.00	4	\$ 620	
		CAD Tech	\$ 90.00		\$ -	
		Project Coordinator	\$ 115.00	2	\$ 230	\$ 850
6	Provide full service CA during construction per PC-SOW 7f	Project PM	\$ 190.00	2	\$ 380	
		Project Engineer	\$ 155.00	20	\$ 3,100	
		CAD Tech	\$ 90.00		\$ -	
		Project Coordinator	\$ 115.00		\$ -	\$ 3,480
7	Provide project close-out as per PC-SOW 7g	Project PM	\$ 190.00	2	\$ 380	
		Project Engineer	\$ 155.00	2	\$ 310	
		CAD Tech	\$ 90.00	8	\$ 720	
		Project Coordinator	\$ 115.00		\$ -	\$ 1,410
TOTAL CIVIL ENGINEERING FEE				86	\$ 20,330	\$ 20,330

Daniel Sharp, PLA

09/08/2023

Jon Mirto
Poster Mirto McDonald (PMM)
317 N Court Ave,
Tucson, AZ 85701

Re: Himmel Park Library Expansion

Dear Jon:

I respectfully submit for your review a proposal to provide landscape architectural design services for the Himmel Park Library Expansion located at the corner of N. Treat Ave. and E. 1st St. in Tucson, AZ. I look forward to working with the Owner and the Design Team to create a neighborhood-appropriate, high performance, Sonoran desert landscape that compliments and interacts with the architecture while becoming a model for sustainable development and green infrastructure in arid climates. The services to be provided are subject to the Terms of Agreement attached to this letter.

I am excited to collaborate with you and the PMM team on this important project. Please contact me should you have any questions related to the proposal. Thank you for your consideration!

Sincerely,

Dan

A handwritten signature in black ink that reads "Daniel Sharp". The signature is written in a cursive, slightly stylized font.

Daniel Sharp, PLA

Schedule 1 Scope of Work

Date: 09/08/2023
Project: Himmel Park Library Expansion
Location: Tucson, AZ
Client: Poster Mirto McDonald
Contact: Jon Mirto
Tel: 520.882.6310

Project Scope of Work Summary

Provide landscape architectural design services consisting of landscape and hardscape design for a ~34,500 square foot site (Exhibit A) consisting of an entry, courtyards, gathering spaces, stormwater management features and water harvesting elements, in Tucson, AZ. The scope of work is further defined as follows:

PHASE 1 Programming

Working with the Owner and Design Team, Daniel Sharp, PLA (DSPLA) shall define a scope of work, schedule, and overall items of coordination. DSPLA shall visit the site to take photos and observe its existing character. DSPLA shall help to establish the landscape programming and direction of the project.

- A. LIST OF CONTACTS – obtain a list of contacts and their project role from the PMM or the Owner’s representatives. The contacts include the complete design team, utility company and review agency individuals, and any other persons who will have project involvement.
- B. PROJECT SCHEDULE – obtain an overall project schedule and verify appropriate time allocations that are assigned to the landscape architectural components and the coordination sequencing with the other design team members.
- C. PROJECT BUDGET – obtain data pertinent to the allocated budget for the overall project and the landscape architectural portion of the work.
- D. PROGRAM DEFINITION – meet with the project team in a workshop setting to review the site plan components, functional relationships, and site user influences for the landscape and hardscape site design. Establish specific design criteria and a preliminary construction budget for site components for which the consultant will be responsible.
- E. SITE RECONNAISSANCE / ANALYSIS – visit the site to observe and photograph existing conditions and neighborhood context. Produce a photo board for reference purposes. Study existing site features and influences, define opportunities and constraints, circulation systems, adjacent landscaping, and climate.

Anticipated Duration:

- 4 weeks

Anticipated Deliverables:

- Landscape Program

PHASE 2 Base Files / Concept Design

Using base information provided to us by the Owner, DSPLA shall help establish the landscape design character and direction of the project and shall produce a base landscape file for the scope of work.

- A. ELECTRONIC BASE FILES – the Owner or the Owner’s representatives will provide electronic base files suitable for the development of the landscape architectural drawings. The base files will be prepared in an AutoCAD 2012 format and will contain property boundaries, easements and project limits, accurate existing topography, existing site and utility features, and proposed features pertinent to the landscape design such as building footprints, circulation, parking areas, etc.
- B. DESIGN STIPULATIONS AND GUIDELINES – obtain pre-established design criteria or design guidelines. Identify zoning requirements or stipulations assigned to the project which could impact the landscape design.
- C. CONSULTANT COORDINATION – obtain data from project members which will impact the direction of the landscape architecture such as specific design criteria, thematic elements, preferred materials, or finishes, etc.
- D. DEVELOPMENT REQUIREMENTS VERIFICATION – review and verify the City’s requirements related to zoning restrictions, special development districts, etc. as they may affect DSPLA’s scope of work. Review and verify development requirements placed on the project site by specific “Codes, Covenants, and Restrictions” guidelines created for the development community at the project site.
- E. DESIGN MEETINGS – attend Four (4) design meetings with the project team to develop and coordinate the schematic design concept.
- F. PUBLIC MEETINGS – attend Two (2) public meetings with the Owner and project team to develop the design concept.
- G. SITE MASTER PLAN – prepare a color rendered site master plan which addresses the entire Phase 1 site program including all landscape and hardscape program elements.
- H. CONCEPT GRAPHICS – prepare color rendered graphic sections, elevations, or site feature enlargements that convey the site master plan concept.
- I. DESIGN IMAGERY BOARDS – prepare color design imagery boards that describe via a collage the design intent proposed for the project.

- J. REVISIONS – perform minor revisions to the conceptual design package, if required, to obtain Owner approval.

Anticipated Duration:

- 5 weeks

Anticipated Deliverables:

- Site master plan
- Concept graphics
- Design imagery boards

PHASE 3 Schematic Design

DSPLA shall prepare schematic design drawings to describe the extent and character of planting and hardscape items within the landscape scope of work.

- A. PHASE KICK-OFF MEETING – attend a kick-off meeting to confirm program criteria, site, and landscape construction budget for the schematic design phase.
- B. SITE PLAN – prepare a colored site plan that addresses the following issues: pedestrian hardscape, building entry plaza, paving patterns and finishes, fountains, walls, grading, site furniture, site lighting, and planting design.
- C. SCHEMATIC GRAPHICS – prepare enlargements, sections, and elevations through areas required to support the schematic site plan studies.
- D. HARDSCAPE AND PLANT PALETTE BOARD – prepare a color plant palette board that displays the proposed plant palette for the project.
- E. OWNER PRESENTATION – present the schematic design concept to the Owner.
- F. REVISIONS – perform minor revisions to the schematic design concept based upon comments received.
- G. OPINION OF PROBABLE COST SUPPORT – provide support to the project estimator in the preparation of schematic design opinion of probable cost.
- H. DESIGN MEETINGS – attend Six (6) design meetings with the project team to develop and coordinate the schematic design concept.
- I. SUBMITTAL – submit the schematic design package for comment, coordination, and approval.

Anticipated Duration:

- 9 weeks

Anticipated Deliverables:

- Site plan studies
- Schematic graphics

- Hardscape and Plant palette board
- Illustrative site plan

PHASE 4 Design Development

DSPLA shall prepare design development drawings to fix and describe the extent and character of all items within the landscape scope of work. Evolutionary adjustments to the existing schematic designs authorized by the Owner and/or Architects will be incorporated into the work during this task.

- A. PHASE KICK-OFF MEETING – attend a kick-off meeting to review program criteria, site, and landscape construction budget for the design development phase.
- B. DESIGN REFINEMENT – based upon the Owner-approved schematic design phase, perform minor revisions to the design concept to resolve outstanding issues, in conjunction with the project team.
- C. PRELIMINARY FINE GRADING PLAN – prepare a preliminary fine grading plan which describes the landscape grading concept for the project.
- D. PRELIMINARY HARDSCAPE PLAN – prepare a preliminary hardscape plan which indicates hardscape materials such as walls, paving, site furniture, and includes detailed information related to colors, finishes, and locations.
- E. PRELIMINARY PLANTING PLAN – prepare a preliminary planting plan to indicate plant species, size, quantity, and location.
- F. IRRIGATION COORDINATION PLAN – prepare an Irrigation coordination plan, which indicates irrigation mainline sleeving for use in coordination with the project’s electrical, mechanical, and structural engineers.
- G. PRELIMINARY DETAILS – prepare preliminary details that indicate the use and relationship of hardscape and planting materials.
- H. OUTLINE SPECIFICATIONS – prepare outline specifications in CSI format for DSPLA’s scope of work.
- I. OPINION OF PROBABLE COST SUPPORT – provide support to the project estimator in the preparation of his design development opinion of probable cost.
- J. PROGRESS MEETINGS – attend Eight (8) progress meetings with the project team to resolve outstanding design/coordination issues.
- K. SUBMITTAL – submit the design development package for review, comment, coordination, and approval.
- L. OWNER PRESENTATION – present the schematic design concept to the Owner.
- M. DESIGN REVISIONS – perform minor revisions to the design development package, if required, to obtain Owner or Client approval.

Anticipated Duration:

- 11 weeks

Anticipated Deliverables

- Preliminary fine grading plan
- Preliminary hardscape plan
- Preliminary planting plan
- Irrigation coordination plan
- Preliminary details
- Outline specifications

PHASE 5 Construction Documents

Upon review by architects of the design development task documents, DSPLA shall prepare the construction contract documents setting forth, in technical detail, the requirements for construction of the hardscape, landscape and irrigation design.

- A. PHASE KICK-OFF MEETING – attend a kick-off meeting to review program criteria, site, and landscape construction budget for the construction documents phase.
- B. DESIGN REFINEMENT – based upon the Owner approved design development phase, perform minor revisions to the design concept to resolve outstanding issues, in conjunction with the project team.
- C. FINE GRADING PLAN – refine the preliminary fine grading plan to a construction document level.
- D. HARDSCAPE KEYNOTE PLANS – refine the preliminary hardscape plan to a construction document level.
- E. HARDSCAPE LAYOUT PLAN – draw a dimensioned or coordinate system layout plan for construction.
- F. HARDSCAPE DETAILS – refine the preliminary hardscape details to a construction document level.
- G. PLANTING PLAN – refine the preliminary planting plan to a construction document level.
- H. PLANTING DETAILS – refine the preliminary details to a construction document level.
- I. IRRIGATION PLAN – prepare Irrigation plan indicating sprinkler heads, piping, valves, and controllers with detail callouts.
- J. IRRIGATION DETAILS – prepare Irrigation details that support the irrigation plan.
- K. SPECIFICATIONS – prepare specifications in the CSI format that describe materials, finishes, and workmanship.
- L. OPINION OF PROBABLE COST SUPPORT – provide support to the project estimator in

the preparation of his design development opinion of probable cost.

- M. IN-HOUSE REVIEW AND PLAN CHECK – provide continuous in-house review and plan check of the construction documents.
- N. CONSULTANT COORDINATION – provide ongoing coordination of the construction documents with the project team.
- O. PROGRESS MEETINGS – attend Ten (10) progress meetings with the project team to resolve outstanding construction document issues.
- P. 50% CONSTRUCTION DOCUMENTS SUBMITTAL – Submit the 50% complete construction documents to the Architect for distribution to the Owner, project team, and City for review, comment, and coordination.
- Q. 50% REVISIONS – provide revisions to pick-up Owner, project team, and City comments.
- R. 90% CONSTRUCTION DOCUMENTS SUBMITTAL – Submit the 90% complete construction documents to the Architect for distribution to the Owner, project team, and City for review, comment, and coordination.
- S. 90% REVISIONS – provide revisions to pick-up Owner, project team, and City comments in order to finalize the documents to a bid level.
- T. 100% CONSTRUCTION DOCUMENTS (BID SET) SUBMITTAL – submit the bid set to the Client for final Owner, Client, and City approval and for release as bidding documents.

Anticipated Duration:

- 19 WEEKS

Anticipated Deliverables

- Fine grading plan
- Hardscape plan
- Hardscape details
- Planting plan
- Planting details
- Irrigation plan
- Irrigation details
- Specifications

PHASE 6 Bid Letting

During Bidding, DSPLA will assist in the evaluation of potential bidders.

- A. BIDDER RECOMMENDATIONS – review the qualifications of bidders and make recommendations related to the bidder's experience on similar-type projects, workmanship, timelines, and maintenance practices.

Anticipated Duration

- 12 weeks

PHASE 7 Construction Observation

During construction, DSPLA can make visits to the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and DSPLA in writing. The site visits will be to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. On the basis of such on-site observations as a landscape architect, DSPLA shall keep the Owner informed of the progress and quality of the work and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor. DSPLA shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. DSPLA will not be responsible for the failure of any of them to carry out the work in accordance with the contract documents.

- A. ADDENDA/REVISIONS – provide clarification, revisions, and addenda, as needed, to the landscape construction documents.
- B. SUBMITTAL REVIEW – provide reviews of the submittals from the contractor of the products and materials associated with the landscape contract documents.
- C. SITE OBSERVATION – provide a maximum of Six (6) site visits to observe construction.
- D. FIELD REPORTS OR “PUNCH LISTS” – prepare typed field reports indicating the status of construction for each site visit performed.
- E. COORDINATION – perform ongoing coordination with the project’s consultants and contractors to resolve site construction issues.

Anticipated Duration

- 59 weeks

Anticipated Deliverables

- Addenda
- RFI’s
- Clarification drawings or “SK” drawings
- Field reports

Schedule 2 Proposal Assumptions and Qualifications

Items not covered in DSPLA's Schedule 1 – Scope of Work and assumptions or qualifications related to the execution of DSPLA's work are indicated as follows:

- A. Geotechnical and horticultural soil reports to be provided by others.
- B. Information pertaining to existing site utilities and improvements and proposed improvements is to be provided by others.
- C. City (and other regulatory agencies) plan check processing or review and necessary time for the preparation, monitoring, and processing of DSPLA's documents through the City (and other agency) is to be provided by others.
- D. Landscape as-built drawings – DSPLA will only be responsible for reviewing the Contractor's irrigation as- built drawings and commenting on quality of information shown. DSPLA cannot verify or assume responsibility for their accuracy.
- E. Construction document base sheets – Client or Owner to provide accurate CAD files (.DWG format) on CD indicating property lines, building footprints, curbs, utilities, existing and proposed improvements, and other existing and proposed appurtenances and site features.
- F. The civil engineer is assumed to be responsible for preparing rough grading and drainage for all on-grade landscape areas. DSPLA will review the civil engineer's plans for design intent and make recommendations for aesthetic considerations.
- G. The architect's structural engineer is assumed to be responsible for reviewing and providing details as necessary for hardscape elements requiring structural considerations. Documentation regarding structural reinforcement of hardscape, fountain and/or pool elements including items such as paving, curbs, walls, stairs, light footings will be provided by architect's Structural Engineer. The project structural consultant will provide all structural calculations, specifications, and details required. If fountains and pools are design build, then contractor's structural will be responsible for structural detailing.
- H. The soils engineer is assumed to be responsible for reviewing and providing details and recommendations pertaining to paving sections, reinforcing, and doweling.
- I. The electrical engineer is assumed to be responsible for providing electrical plans, lighting fixture schedules, electrical details, and electrical hookups for equipment with requirements in excess of 12 volts. These will include, but are not limited to, pedestrian lighting, vehicular and parking lighting, accent lighting, and irrigation controller(s). DSPLA will provide concept layout and fixture types only.
- J. Payment of governmental fees, permits, or assessments is by others.
- K. ~~Verbal requests by the Client or Owner to commence the next phase of the Schedule 1 scope of work will constitute approval of the previous phase. Subsequent revision(s) to work of previous phases will be considered as additional services.~~

- L. "Minor Revisions" as used previously will include revisions to the design concept that are inferior in importance, size, or degree to the produced work to date at the time of the requested revision.
- M. Reimbursable expenses for the project such as photocopying; printing; binding; renderings; models; photography; express shipping and deliveries; personal auto mileage, commercial air travel, rental vehicles, out of town lodging and meals, and related travel expenses are in addition to the fee listed below and will be billed to the Client with a ~~5% administrative mark-up~~.
- N. This proposal will be valid for a period of sixty (60) days following the proposal date identified per Schedule 1 – scope of work.
- O. Outstanding Issues Requiring Owner Direction: If conflicts in direction occur, DSPLA will identify the conflicts and obtain direction from the Client. When such conflicts remain unresolved at the beginning of a work task, DSPLA will proceed with the task, noting the outstanding issues in a memorandum for future use. Revisions due to subsequent resolution of these issues are not included within this scope of work.
- P. Phasing: The landscape architectural development will be designed and implemented in one phase. If the phasing is changed, we will need to adjust our fees accordingly.
- Q. Base and Topographic Survey: Accurate topographic survey including legal boundaries, spot grades and spot elevations, existing and planned utilities, existing vegetation, existing site improvements and proposed hardscape will be provided to DSPLA to incorporate necessary information into the design and construction documents. The Owner shall provide the above in copy and in digital form (compatible with AutoCAD 2012).
- R. Codes and Ordinances: Interpretation of the codes and ordinances governing waste discharge, protection of water supply, storm water management and mechanical and electrical design to ensure that code requirements are satisfied and shall be the responsibility of the Client's project engineers.
- S. Mechanical / Plumbing Data: Documentation regarding mechanical systems for such elements as fountains and/or pool elements will be provided by the Client's mechanical engineer if required. The project mechanical consultant will provide all plumbing calculations, specifications, and details required.
- T. Water Feature / Fountains (Structural / Mechanical / Plumbing Data): Documentation regarding mechanical, plumbing, and structural systems for fountain elements will be provided by the Client's mechanical engineer or design build fountain contractor if required. The project mechanical consultant or design build fountain contractor will provide all plumbing, including filtration, pumping, water volume/capacity calculations, equipment, specifications, details, and structure required to meet all necessary codes. The project structural engineer or the design build fountain contractor shall provide structural engineering or fountain elements and foundations. The Civil engineer shall provide connections to potable water, storm & sanitary when elements are not within or over-structure and outside of the MEP's scope. Harvested water collection, treatment, piping, and connections are to be provided by others. The Client's design build contractor shall submit shop drawings for LA approval.

DSPLA will be responsible for documenting aesthetic details and materials of fountain elements. Our fountain consultant (if contracted) will provide comprehensive design and documentation of fountains for DSPLA's DD-CA phases including hydraulic calculations, plans, details, and specs for pumps, pipes, controls, filtration, equipment & room layout, lighting & electrical within the fountain, as well as construction observation (field visit, punch list, RFI and submittal reviews). These services would not include structural engineering of fountain elements or foundations.

- U. Water Harvesting & Reuse: DSPLA will be responsible for collaborating on the water harvesting concepts for the project and for the aesthetics of how water moves through the site. DSPLA will document any passive rainwater strategies in collaboration with the civil engineer.

Active water harvesting (i.e., grey water, cisterns, mechanical systems, etc.) will be performed by the project harvested water reuse consultant / irrigation engineer. This consultant is assumed to be responsible for the design and documentation of the active HVAC condensate, rainwater, and grey water reuse & treatment infrastructure including cisterns, tanks, piping, pressurization, pumps & lift stations, filtration, controls, metering & monitoring. The project mechanical engineering consultant is assumed to be responsible for water collection (HVAC condensate, rainwater, and grey water), including the plumbing connections from the building to the cistern(s). The design of any supporting foundations or underground enclosures is assumed to be by the project structural engineer. The project electrical engineer is assumed to be responsible for providing power and electrical design to each element. Our water feature / fountain consultant (if contracted) will coordinate and detail the connections from the water harvesting cistern pumps to the fountain systems, as well as the fountain design as described above. Our irrigation consultant will design the irrigation system from the pump to the landscape. The Civil engineer or MEP engineer shall provide connections to backup potable water, storm and sanitary plumbing for fountains and irrigation systems as required.

- V. Waterproofing & Drainage of building structures, below and at grade, and in over-structure conditions, including specification and detailing of green roof systems, drains, and any penetration of waterproofing membrane, is to be provided by others.

Schedule 3 Additional Services

Services in addition to DSPLA's Schedule 1 – scope of work when requested by the Client or Owner will be billed at the current DSPLA billing rate schedule (copy available upon request). No additional services will be performed by DSPLA prior to notification, agreement, and written authorization by the Client or Owner. Additional services will include, but are not limited to the following:

- A. SPECIAL MEETINGS – necessary preparation time and attendance at special meetings such as public, County, or City agency meetings which are in addition to those identified per Schedule 1 – scope of work.
- B. EXCESS MEETINGS – meetings which are in excess of those identified per Schedule 1 – scope of work.
- C. ADDITIONAL PLANS OR GRAPHICS – graphics required by the Client or Owner beyond those identified per Schedule 1 – scope of work, or revisions to existing plans or graphics

requested out of the sequence of DSPLA's phased work as indicated per Schedule 1 – scope of work.

- D. ADDITIONAL SITE VISITS – during the construction observation period attendance at additional site visits to review work and/or the preparation and research of adjustments or clarifications to the plans.
- E. ALL ENGINEERING – civil, structural, mechanical, electrical, plumbing, water feature
- F. ADDITIONAL DISCIPLINES – lighting designer, ADA consultant, arborist

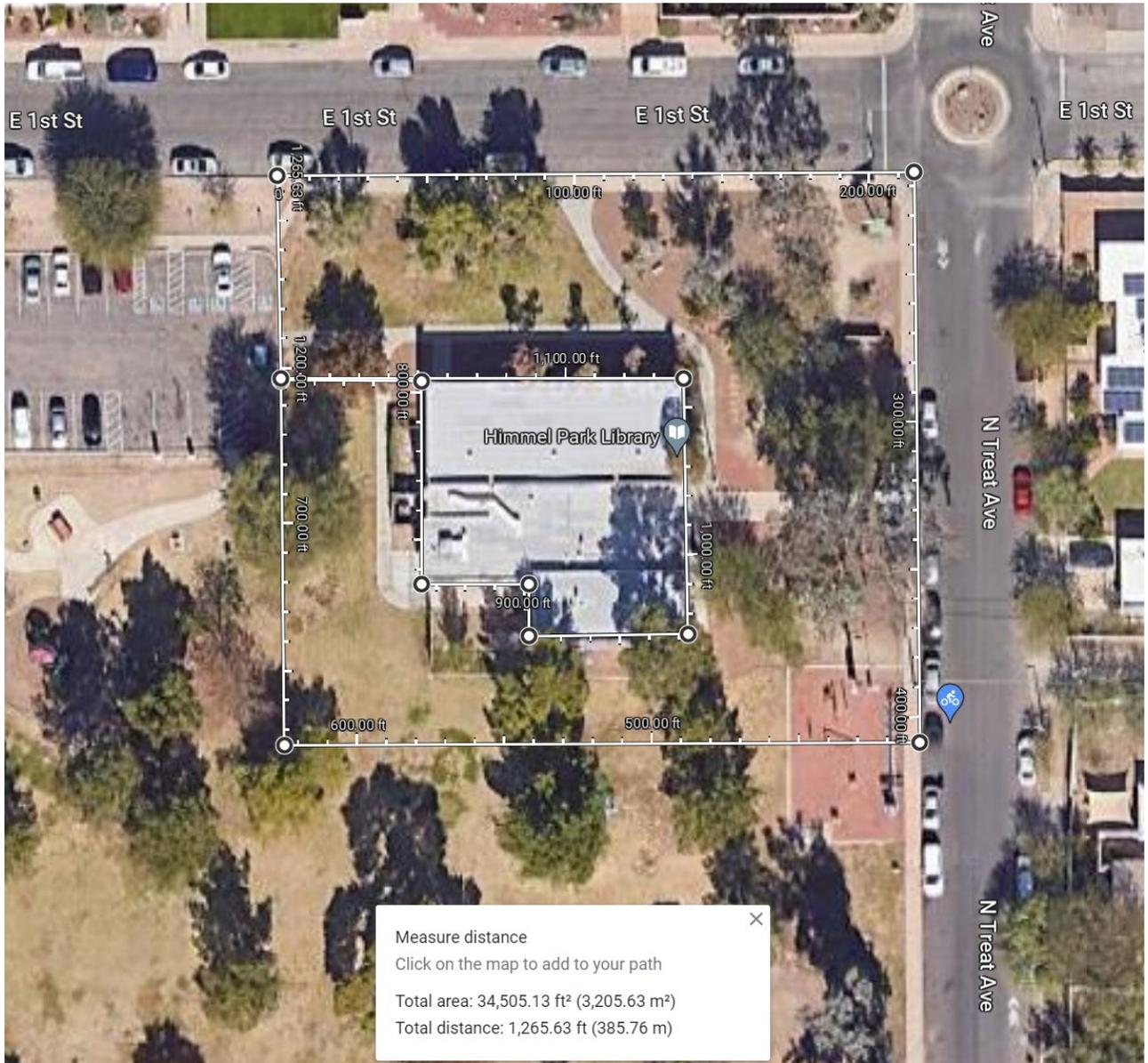
**Schedule 4
Fee Schedule**

DSPLA shall bill for these tasks monthly, based upon percent completion for each task (Phased Fixed Fee). In addition to the task fees, reimbursable expenses will be billed per Schedule 2, Item M of this agreement.

	PHASE	HOURS	RATE	FEE
PHASE 1.	Programming	8	\$125.00	\$ 1,000.00
PHASE 2.	Base Files / Concept Design	28	\$125.00	\$ 3,500.00
PHASE 3.	Schematic Design	50	\$125.00	\$ 6,250.00
PHASE 4.	Design Development	74	\$125.00	\$ 9,250.00
PHASE 5.	Construction Documents	142	\$125.00	\$ 17,750.00
PHASE 6.	Bid Letting	6	\$125.00	\$ 750.00
PHASE 7.	Construction Administration	72	\$125.00	\$ 9,000.00
	TOTAL DESIGN HOURS & FEES	380	\$125.00	\$47,500.00

The site programming and corresponding square footage have yet to be established and may result in a request for additional services. ~~DSPLA retains the right to change hourly rates on an annual basis.~~

Exhibit A





PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES

AGREEMENT made as of the 6th day of September, 2023.

Between the Structural Engineer: Duecker Structural Engineering, LLC
PO Box 37013
Tucson, Arizona 85740

And the Client: Poster Mirto McDonald
317 N. Court Avenue
Tucson, Arizona 85701

Attention: Corky Poster

For the following project: Himmel Park Library Expansion & Renovation
Located in: Tucson, AZ

DSE Proposal No. P23062

SCOPE/INTENT OF WORK AND EXTENT OF SERVICES:

Provide structural engineering and CAD drawings for renovations to the existing 6,500 square-foot library building plus a 2,600 square-foot expansion. The existing construction consists of wood roofs supported by a combination of open-web steel joists, steel columns and masonry walls on concrete spread footings. We anticipate that construction at the expansion will be similar to the existing construction. Our understanding is that the project will consist of the following phases:

Schematic Design

Schematic design phase shall include:

- Site visit to review existing conditions
- Structural design narrative
- Schematic structural drawings
- Structural specifications

Design Development

Design development shall include:

- Structural drawings (approximately 35% completion)
- Structural specifications

Construction Documents

Construction documents phase shall include:

- Structural drawings (50%, 90% and 100% submittals)
- Structural book specifications (50%, 90% and 100% submittals)
- Complete sealed calculations (at 100% submittal)
- Attendance at a “page-turn” document review session (after 90% submittal)

Permitting and Bidding

Permitting and bidding phase shall include:

- Written response to plan review comments
- Revisions to structural drawings and/or calculations as required to address plan review comments
- Review and respond to bidder questions (to be submitted through the client)

Construction Administration

Construction administration phase shall include:

- Review of shop drawings and structural submittals
- Respond to valid RFI's
- Construction observation site visits (two site visits are anticipated, each visit will include a written report)

Project Closeout

Project closeout phase shall include:

- CAD as-built drawings
- Pdf as-built drawings

Fee Arrangement: (see attached fee breakdown for hours and rates)

• Schematic Design Phase:	\$1,342.80
• Design Development Phase:	\$1,193.60
• Construction Documents Phase:	\$4,326.80
• Permitting and Bidding Phase:	\$746.00
• Construction Documents Phase:	\$1,790.40
• Project Closeout Phase:	<u>\$447.60</u>
Total Fee:	\$9,847.20

Retainer Amount: none

Special Conditions: none

By signing this agreement, the client agrees to the terms and conditions below. The signature below constitutes the structural engineer's intent to provide engineering services per this agreement.

Offered by:

Accepted by:



Scott Duecker, P.E., Principal

Duecker Structural Engineering

Signature/date

Printed name/title

Poster Mirto McDonald

Project: Himmel Park Library Expansion & Renovation

	TASK	HOURS	TYPE	RATE	SUBTOTAL
SD PHASE	Site visit	3.0	Principal Engineer	\$74.60	\$223.80
	Narrative	5.0	Principal Engineer	\$74.60	\$373.00
	Schematic Drawings / Specs	10.0	Principal Engineer	\$74.60	\$746.00
	TOTAL SD PHASE:				\$1,342.80
DD PHASE	Drawings / Specs	16.0	Principal Engineer	\$74.60	\$1,193.60
	TOTAL DD PHASE:				\$1,193.60
CD PHASE	50% Drawings / Book Specs	12.0	Principal Engineer	\$74.60	\$895.20
	90% Drawings / Book Specs	30.0	Principal Engineer	\$74.60	\$2,238.00
	Document Review Session	4.0	Principal Engineer	\$74.60	\$298.40
	100% Drawings / Book Specs / Calculations	12.0	Principal Engineer	\$74.60	\$895.20
	TOTAL CD PHASE:				\$4,326.80
PERMIT & BIDDING	Plan Review Comments	6.0	Principal Engineer	\$74.60	\$447.60
	Bid Questions	4.0	Principal Engineer	\$74.60	\$298.40
	TOTAL PERMITTING & BIDDING PHASE:				\$746.00
CA PHASE	Submittal Review	10.0	Principal Engineer	\$74.60	\$746.00
	RFI's	6.0	Principal Engineer	\$74.60	\$447.60
	Construction Observation	8.0	Principal Engineer	\$74.60	\$596.80
	TOTAL CA PHASE:				\$1,790.40
CLOSE OUT	As-Built Drawings	6.0	Principal Engineer	\$74.60	\$447.60
	TOTAL CLOSE OUT PHASE:				\$447.60
PROJECT GRAND TOTAL:					\$9,847.20

HOURLY RATE CALCULATION

DATE: 09/06/2023
 PROJECT: Himmel Park Library Expansion & Renovation
 PREPARED BY: Scott Duecker
 EFFECTIVE DATE 01/01/2023

ITEM NO.	FIRM	Discipline	A Direct Labor Rate	B Overhead 17 %	C Profit 10 %	D Billing Rate
1	Duecker Structural Engineering	Principal	\$57.97	\$9.85	\$6.78	\$74.60
2						
3						
4						

Formulas

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

KC MECHANICAL ENGINEERING, L.L.C.

August 22, 2023

Mr. Corky Poster, AIA
Poster Mirto McDonald, Inc.
317 N. Court Avenue
Tucson, Arizona 85701

Re: Himmel Park Library Expansion & Renovation

Dear Corky,

Thank you for requesting a professional fee proposal from KC Mechanical Engineering for the above referenced project. Our scope of services shall include the Engineering, Design, Drafting, Specifications, and Construction Administration for the mechanical and plumbing design for this renovation of the existing 6,500 sf building and approximately 2,600 sf addition with a \$4,400,000 construction budget. This project will include the following:

1. Field verification of existing visible conditions.
2. Demolition plans will be provided and it is anticipated that all of the existing mechanical and plumbing systems will be removed.
3. HVAC calculations and mechanical design using rooftop packaged or split system units with rooftop or ceiling exhaust fans as needed.
4. Plumbing design will include fixtures for the toilet rooms, mop sinks, drinking fountains, and other sinks as needed with electric water heaters. Water and sewer will be designed and connected to the existing site utilities.
5. Construction administration services include material and equipment data and shop drawing review, responding to contractor's RFIs, and a maximum of 4 site observation visits and reports describing the construction progress and observed deficiencies.

We are proposing a lump sum fee distributed as follows:

Schematic Design	\$ 4,085.58
Design Development	\$ 9,285.90
Construction Documents	\$ 13,297.88
Construction Administration	\$ 3,307.38
Total Professional Fee	\$29,976.74

The following items are excluded and can be provided, if requested, as an additional service:

- A. Testing or airflow measurements of the existing mechanical systems.

- B. Mechanical design using any other type of equipment other than described above.
- C. Camera inspection of the sewer piping to document existing conditions, routing, and inverts.
- D. Sewer lift pump or water booster pump design.
- E. LEED, Energy Star, Well Building, Green Globes, or other certification, evaluation, or design standards.
- F. Construction cost estimates.
- G. Energy model to estimate energy use or life cycle cost analysis.
- H. Commissioning services for the mechanical systems.
- I. More than 4 site observation visits during construction.

If this proposal is acceptable, please sign and return a copy of the attached contract to our office. We look forward to working with your office on this project.

Sincerely,
KC Mechanical Engineering, LLC

A handwritten signature in black ink, appearing to read 'K. Cawthorne', written over a horizontal line.

Kenneth M. Cawthorne, PE

KC Mechanical Engineering, LLC

Project: Himmel Park Library

Client: PMM

Schematic Design Narrative

LABOR	MECHANICAL			
	HRS	RATE	TOTAL	
Principal	4	\$ 155.11	\$	620.44
Engineer	16	\$ 118.31	\$	1,892.96
Designer	18	\$ 84.13	\$	1,514.34
Clerical	1	\$ 57.84	\$	57.84
Schematic Design Sub-Total			\$	4,085.58

Design Development

LABOR	MECHANICAL			
	HRS	RATE	TOTAL	
Principal	6	\$ 155.11	\$	930.66
Engineer	36	\$ 118.31	\$	4,259.16
Designer	48	\$ 84.13	\$	4,038.24
Clerical	1	\$ 57.84	\$	57.84
Design Develop Sub-Total			\$	9,285.90

Construction Documents

LABOR	MECHANICAL			
	HRS	RATE	TOTAL	
Principal	8	\$ 155.11	\$	1,240.88
Engineer	54	\$ 118.31	\$	6,388.74
Designer	66	\$ 84.13	\$	5,552.58
Clerical	2	\$ 57.84	\$	115.68
Construction Docs Sub-Total			\$	13,297.88

Construction Administration

LABOR	MECHANICAL			
	HRS	RATE	TOTAL	
Principal	2	\$ 155.11	\$	310.22
Engineer	12	\$ 118.31	\$	1,419.72
Designer	16	\$ 84.13	\$	1,346.08
Clerical	4	\$ 57.84	\$	231.36
Construction Admin Sub-Total			\$	3,307.38

Total for Donaldson Res **\$ 29,976.74**

KC Mechanical Engineering LLC

August 22, 2023

Fixed Fee Contracts – Schedule of Fees and Conditions

A. FEES AND PAYMENT

1. The fee for services will be based on the fee proposal attached with this contract between KC Mechanical Engineering and client. Additional services will be based on certified billing rates as follows:

Principal Engineer	\$155.11/hr
Project Designer	\$118.31/hr
Designer	\$84.13/hr
Clerical	\$57.84/hr

Non-salary expenses directly attributable to the project will be charged at actual cost plus 20 percent service charge. They include:

- (a) living and traveling expenses of employees when away from home office on business connected with the project.
 - (b) identifiable communication expenses
 - (c) identifiable drafting and stenographic supplies and expenses
 - (d) identifiable reproduction costs applicable to the work.
2. The fee for Outside Services will be actual cost plus 20 percent of the actual cost to cover overhead and administration.
 3. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month provided agreed upon milestones are met.
 4. If payment is not received within 30 days of submitting invoice, all work will stop until payment has been received.
 5. Client agrees to be financially responsible for all engineering services. If it becomes necessary to take action to collect any amount due, the prevailing party shall be entitled to recover collection costs, attorney's fee, court costs, and the value of time lost by the Engineer and any of his employees in preparation for or participation in any collection action.

B. COMMENCEMENT OF WORK

The work will be scheduled immediately upon receipt of notice to proceed and commence as the schedule permits. If after commencement of work, the project is delayed for any reason beyond the control of KC Mechanical Engineering for more than mutually agreed upon time, the terms and conditions contained herein are subject to revision.

C. MISCELLANEOUS PROVISIONS

1. BOOKS OF ACCOUNT – KC Mechanical Engineering will maintain books and accounts of payroll costs, travel, subsistence, field and incidental expenses. Said books will be available at all reasonable times for examination by the client at the Corporate office of KC Mechanical Engineering.

C. MISCELLANEOUS PROVISIONS (continued)

2. INSURANCE

- (a) KC Mechanical Engineering will maintain insurance to protect the client from claims under Worker's Compensation Laws and from General Liability claims for bodily injury, or death, or property damage which may arise from the negligent performance by its employees in the functions and services required under this agreement.
- (b) KC Mechanical Engineering's client agrees that the total aggregate of KC Mechanical Engineering's professional liability to all parties related to this agreement shall not exceed the total amount of KC Mechanical Engineering's fee.
- (c) KC Mechanical Engineering will maintain professional liability insurance in the amount of \$1,000,000/\$1,000,000 to protect the client from claims under this agreement.

3. DOCUMENTS - All tracings, survey notes, and other original documents as instruments of services are and shall remain the property of KC Mechanical Engineering until all invoices have been paid, except where by law or precedent these documents become public property. Upon completion of the project and payment of all invoices, all such material shall be transferred to the client.

4. TERMINATION OR ABANDONMENT - If any portion of the work is terminated or abandoned by the client then the provisions of his Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on KC Mechanical Engineering's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse KC Mechanical Engineering for termination costs.

5. SUCCESSORS AND ASSIGNS - All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of the contract shall be made without written consent of the parties to the agreement.



August 22, 2023

Kenneth M. Cawthorne/KC Mechanical Engineering Date

Corky Poster/Poster Mirto McDonald, Inc Date

Project Name/Fees

Himmel Park Library Expansion & Renovation

Schematic Design	\$ 4,085.58
Design Development	\$ 9,285.90
Construction Documents	\$13,297.88
Construction Administration	\$ 3,307.38
Total Professional Fee	\$29,976.74



ENGINEERED DESIGN GROUP
— consulting engineers —

PROPOSAL

September 11, 2023

Corky Poster, Architect
Poster Mirto McDonald
317 N. Court Ave
Tucson AZ 85701

Re: Himmel Park Library Expansion & Renovation

Dear Corky:

Engineered Design Group is pleased to furnish this proposal for the above-referenced project. The following provides a description of project scope and professional fees for consulting electrical engineering services.

Project scope is: Expand and reconfigure existing Public Library building in accordance with the project description in the Pima County SFQ.

1. Description of Services

Preparation of electrical construction documents for Power, Lighting, Fire Alarm, and cable pathways for tele-data wiring (tele-data wiring design and specifications by others).

Limited construction administration including review of shop drawings, responding to questions from contractor (base fee includes initial shop drawing review plus review of one re-submittal) and four site visit/reports during construction phase.

Site visit(s) during design phase to ascertain existing conditions.

Deliverables will be electrical drawings in electronic pdf format. AutoCAD files can also be provided if requested. Book type specifications in MS Word and/or pdf format.

Changes outside the scope of the project will be billed as additional services, at our regular hourly rates.

2. Financial

Pre-design Phase	\$ 1,520.00
Schematic Design Phase	3,270.00
Design Development Phase	6,400.00
Construction Documents Phase	16,100.00
Bidding & Negotiation Phase	380.00
Construction Administration Phase	3,240.00
Record Drawings Phase	<u>1,085.00</u>
Total Fee	\$31,995.00

(Refer to Page 3 for fee breakdown by hours.)

September 11, 2023

Page 2

If additional construction administration site visits/reports are required they will be billed at a cost of \$450.00 each. No additional work will be performed without prior approval.

Professional services fees will be invoiced monthly and at completion each phase of engineering services. We take all major credit cards for your convenience (a 2.5% service charge will be applied to credit card billing).

Payment terms are 30 days. A 1.5% per month service charge will be assessed for outstanding invoices over 45 days. We reserve the right to cease all activities on the project should accounts receivable exceed 75 days.

This proposal shall remain valid for a period of 6 months.

If the project is suspended or terminated we shall be compensated in proportion to the services completed.

3. Delivery

Design schedule: we will comply with project schedule. Information required to complete design shall be provided by client in a timely manner.

4. Exclusions

- a. Reproduction costs of plans and specifications will be a reimbursable expense, and billed directly. This includes all paper deliverables to outside our office.
- b. Mail and courier services.
- c. Travel expenses including transportation, mileage, lodging, meals, etc.
- d. Cost estimating.
- e. Tele-data cabling design.
- f. Structural engineering design or calculations for light pole foundations.
- g. Support for LEED certification.
- h. Special inspection services.

We thank you for providing us with the opportunity to provide consulting engineering services to you.

Please indicate your acceptance by signing below and returning this proposal to us. You may fax it to us at 881-5647 or mail it to us at the address below.

Very truly yours,

Approved by:

Engineered Design Group



Name of Company

Dennis W. Coon, PE
Project Manager

Authorized Signature

c: File

Print Name & Date

Corky Poster, Architect
Poster Mirto McDonald
Himmel Park Library Expansion & Renovation

September 11, 2023

Page 3

Fee break-down by Hours:

Pre-Design Phase:

Electrical Engineer	8 hours x \$190.00	=	\$1,520.00
Sub-Total		=	<u>\$1,520.00</u>

Schematic Design Phase:

Electrical Designer	12 hours x \$100.00	=	\$1,200.00
Sr. Electrical Designer	10 hours x \$125.00	=	1,250.00
Electrical Engineer	4 hours x \$190.00	=	760.00
Clerical	1 hour x \$ 60.00	=	60.00
Sub-Total		=	<u>\$3,270.00</u>

Design Development Phase:

Electrical Designer	12 hours x \$100.00	=	\$1,200.00
Sr. Electrical Designer	30 hours x \$125.00	=	3,750.00
Electrical Engineer	7 hours x \$190.00	=	1,330.00
Clerical	2 hours x \$ 60.00	=	120.00
Sub-Total		=	<u>\$6,400.00</u>

Construction Documents:

Electrical Designer	50 hours x \$100.00	=	\$5,000.00
Sr. Electrical Designer	60 hours x \$125.00	=	7,500.00
Electrical Engineer	18 hours x \$190.00	=	3,420.00
Clerical	3 hours x \$ 60.00	=	180.00
Sub-Total		=	<u>\$16,100.00</u>

Bidding & Negotiations:

Electrical Engineer	2 hours x \$190.00	=	380.00
Sub-Total		=	<u>\$380.00</u>

Construction Administration:

Submittal Reviews, RFIs, etc. – in office:

Sr. Electrical Designer	6 hours x \$125.00	=	\$ 750.00
Electrical Engineer	3 hours x \$190.00	=	570.00
Clerical	2 hours x \$ 60.00	=	120.00

Site Visits/Reports:

(4) site visit/report @ \$450.00 ea		=	\$1,800.00
Sub-Total		=	<u>\$3,240.00</u>

Corky Poster, Architect
Poster Mirto McDonald
Himmel Park Library Expansion & Renovation

September 11, 2023

Page 4

Record Drawings:

Electrical Designer	10 hours x \$100.00	=	\$1,000.00
Electrical Engineer	0.5 hours x \$190.00	=	85.00
			<hr/>
Sub-Total		=	\$1,085.00
Total Electrical Engineering Services		=	\$31,995.00

END



ENGINEERED DESIGN GROUP
— consulting engineers —

HOURLY RATE SCHEDULE

EDG WEST
954 N. ALVERNON WAY
TUCSON, ARIZONA 85711

Hourly Billing Rates -- 2023

Registered Engineer	\$190.00
Senior Electrical Designer	\$125.00
Electrical Designer	\$100.00
Drafting	\$ 80.00
Clerical	\$ 60.00

Construction Administration Site Observation visits/reports: \$450.00 Fixed Fee for each site visit/report. Does not include travel time/mileage if outside of Tucson Metro Area or Parking Fees if paid.

Travel outside of Tucson Metro area is charged at Hourly Rate for actual travel time plus mileage at ~~\$0.655/mile~~ \$,



ENGINEERED DESIGN GROUP
— consulting engineers —

HOURLY RATE CALCULATION

DATE: 10.2.2023

PROJECT: Himmel Park Library

EFFECTIVE: 1.1.2023

Role	Direct Labor Rate	Overhead	Profit	Billing Rate
Electrical Designer	\$ 40.00	\$ 52.00	\$ 8.00	\$ 100.00
Senior Electrical Designer	\$ 50.00	\$ 65.00	\$ 10.00	\$ 125
Electrical Engineer	\$ 76.00	\$ 98.80	\$ 15.20	\$ 190
Clerical	\$ 24.00	\$ 31.20	\$ 4.80	\$ 60



Rider Levett Bucknall

33 West Congress Street
Suite 215
Tucson, Arizona 85701

T: +1 520 777 7581

JJM: FP: HPL
06 Sep 2023

Mr. Corky Poster, AICP
Architect and Principal Planner
Poster Mirto McDonald
317 N. Court Ave.
Tucson, AZ 85701

Dear Mr. Poster:

RE: PIMA COUNTY HIMMEL PARK LIBRARY EXPANSION AND RENOVATION (XLHIML) - 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 Himmel Park Library Expansion and Renovation project. 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 19 May 2023, as modified per discussions and correspondence with Poster Mirto McDonald. 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:

Program/Concept Design Options Cost Estimate

Description	Rate	Hours	Sum
Associate	\$184.53	28	\$5,166.84
Cost Manager	\$141.47	16	\$2,263.52
Total		44	\$7,430.36

Schematic Design Phase Cost Estimate

Description	Rate	Hours	Sum
Associate	\$184.53	20	\$3,690.60
Cost Manager	\$141.47	24	\$3,395.28
Total		44	\$7,085.88

PIMA COUNTY HIMMEL PARK LIBRARY EXPANSION AND RENOVATION – COST CONSULTANCY SERVICES

Design Development Phase Cost Estimate

Description	Rate	Hours	Sum
Associate	\$184.53	28	\$5,166.84
Cost Manager	\$141.47	36	\$5,092.92
Total		64	\$10,259.76

50% Construction Document Phase Cost Estimate

Description	Rate	Hours	Sum
Associate	\$184.53	28	\$5,166.84
Cost Manager	\$141.47	36	\$5,092.92
Total		64	\$10,259.76

90% Construction Document Phase Cost Estimate

Description	Rate	Hours	Sum
Associate	\$184.53	20	\$3,690.60
Cost Manager	\$141.47	24	\$3,395.28
Total		44	\$7,085.88

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

Description	Rate	Hours	Sum
Associate	\$184.53	4	\$738.12
Cost Manager	\$141.47	4	\$565.88
Total		8	\$1,304.00

Total - \$43,425.64

PIMA COUNTY HIMMEL PARK LIBRARY EXPANSION AND RENOVATION – COST CONSULTANCY SERVICES

Exclusions

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

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

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
Principal
Rider Levett Bucknall Ltd

Accepted: _____

Position / Title: _____

Date: _____

PIMA COUNTY HIMMEL PARK LIBRARY EXPANSION AND RENOVATION – COST CONSULTANCY SERVICES

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

1. Rider Levett Bucknall Ltd (Rider Levett Bucknall) services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. Rider Levett Bucknall makes no other warranties, express or implied, with respect to the services rendered.
2. The scope of Rider Levett Bucknall services shall consist of and be limited to only those activities identified in our proposal unless specifically agreed to otherwise in writing, acknowledged, and executed by Rider Levett Bucknall and the Client for whom Rider Levett Bucknall is performing services for (Client).
3. Client understands that fees owed to Rider Levett Bucknall are payment for time expended by Rider Levett Bucknall on behalf of Client and must be paid. As a result, payment is not contingent upon any project outcome that may include but is not limited to: a cost estimate being under a project budget; whether a project commences; whether a project is completed; and/or, when Rider Levett Bucknall is providing advisory/litigation support services based on any outcome of a deposition, mediation, arbitration, litigation, or any other form of adjudication.
4. Accounts/invoices will be submitted at monthly intervals unless otherwise agreed to in writing. Payment shall be made within 30 days of the date of the invoice unless a specific payment term is agreed to in writing.
5. Rider Levett Bucknall services will be billed in accordance with our proposal (i.e., whether on a fixed fee, percentage of construction cost or hourly). Work that is performed on an hourly basis, and any additional work not included in our scope/proposal, will be billed at the stated hourly rates contained in our proposal.
6. Rider Levett Bucknall shall be reimbursed for all reimbursable expenses reasonably incurred in the performance of its services. Reimbursable expenses may include, but are not limited to: travel and subsistence expenses for out-of-town travel (subject to Client's approval); long distance telephone (including cellular/mobile charges and facsimile transmissions); costs of postage, overnight express mail, and delivery services; and/or, printing or copying of drawings and other documents (including those received electronically). Unless otherwise agreed to in writing, reimbursable expenses will be marked up 10% above cost.
7. Overdue accounts may have interest added at the rate of 1.0% per month on the outstanding balance. In the alternative, Rider Levett Bucknall, in its sole judgment, reserves the right to cease its work to any degree in whole or in part in the event the Client has not provided timely payment.
8. Should the original dates for completion of Rider Levett Bucknall services be delayed by more than 20% for any cause beyond the control of Rider Levett Bucknall, then additional fees for services carried out after the original service period will be negotiated.

PIMA COUNTY HIMMEL PARK LIBRARY EXPANSION AND RENOVATION – COST CONSULTANCY SERVICES

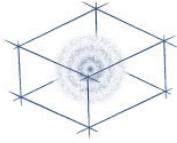
9. When Rider Levett Bucknall officers, principals, directors, employees, agents, and independent professional associates/consultants are providing testimony at any hearing or trial, all fees must be current before any testimony is provided by Rider Levett Bucknall unless prior written arrangements have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

PIMA COUNTY HIMMEL PARK LIBRARY EXPANSION AND RENOVATION – COST CONSULTANCY SERVICES

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

PIMA COUNTY HIMMEL PARK LIBRARY EXPANSION AND RENOVATION – COST CONSULTANCY SERVICES

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



PROPOSAL & CONTRACT **for ACOUSTICAL CONSULTING**

Re: Himmel Park Library Expansion & Renovation
1035 N Treat Ave, Tucson, AZ 857016

Acoustical Analysis & Recommendations:

- Programming / Client interviews, (1 on site meeting & communication as needed).
- Acoustical Analysis with Reverberation Time (RT) calculations for 2 main spaces.
- Material & design recommendations for optimization of room acoustics.
- Design recommendations for control of background noise.
- INSUL software modeling of wall / ceiling / roof systems for control noise trespass.
- Material & design recommendations for control of room to room noise trespass.
- Development of budget / costing information for acoustical materials.
- Review of acoustically specific products / contractor submittals.
- Sketches, drawings and specifications, as required for above.
- Data presented in outline report format.
- Site visit / site review (1 site visit included in fee)
- **Fee = \$3,510.00**

Additional site visits during construction (w/ field report):

- **Fee = \$255.00 / each visit.**

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

- **Fee = Hourly @ \$155.00 / hr.**

Cost incurred and agreed to as reimbursable, ~~will be billed as reimbursable (@ 1.1x).~~

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

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

The undersigned agree to the terms as described above:

Thomas Spendiarian

(date) 10/02/23

Thomas Spendiarian, RA, Principal

Spendiarian & Willis Acoustics & Noise Control LLC

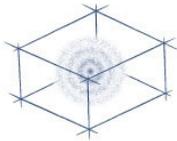
[federal tax # 27-1825839]

(date) _____

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

317 North Court Avenue, Tucson, AZ, 85701

(end of document)



Himmel Park Library Expansion

ACOUSTICAL FEE BREAKDOWN

Design Portion Fee		\$ 3,255.00	
Hourly Rate	\$155	# hrs	
Schematic Design	10%	\$ 325.50	2.10
Design Development	60%	\$ 1,953.00	12.60
Construction Documents	25%	\$ 813.75	5.25
Permit / Bidding	5%	\$ 162.75	1.05
Construction Admin <i>site visits / inspections per ea 1 insp included in fee</i>		\$ 255.00	1.65
TOTALS	100%	Fee \$ 3,510.00	Hrs 22.65

FEE STRUCTURE BREAKDOWN

Billable Rate (\$ per Hr.)	100%	\$ 155.00
Profit (%)	8%	\$ 12.40
Overhead	57%	\$ 88.35
Direct Wage Rate = \$54.39/HR	35%	\$ 54.25



Internet of Things

PROPOSAL

Himmel Park Library Expansion



Platformatics™





March 15th, 2022

Jon Mirto

RE: Himmel Park Library Expansion

Dplace Technologies is pleased to present this Proposal for Communications Engineering Services Himmel Park Library Expansion. We believe that you will find that this document is fully responsive to the requirements required by the Owner

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

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

- Focus
- Experience
- Dedication to the maintenance of Communication Standards

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

Very truly yours,

Dplace Technologies

Douglas B. Stewart RCDD/NTS/OSP, CTS
Doug.Stewart @Dplacetech.com
Principal/Owner

Technical Approach-Project Objectives



Task – Provide plans and specifications suitable for bid to a qualified Contractor that includes

- ICT systems including supporting Comm Room Hardware, racking layout, and general Comm Room efficiencies
- Coordination for PDU/UPS systems and interfacing Racking.
- Coordination with Mechanical systems for Cooling if needed
- Comm Room Layouts for all systems including Racking, Wire Management, and coordination with other disciplines for HVAC and Power requirements.
- Rack & wall elevations as needed to show equipment layouts
- Selection of components

Project Understanding

- Submittals to PMM electronic copy
- Response and coordination with comments from Owner
- Construction Documents and a separate book Specification per AE standards
- Preconstruction meeting – Attendance if requested
- CA meetings: As Needed
- Site Visits for Communications with report: As Needed
- Punch List meeting
- Certifications for ICT and other Systems

Coordination with other disciplines for work necessary under those disciplines.

All Submittals Electronic submittal to PMM, no hard copy

PMM to provide all necessary background drawings in AutoCAD/Revit format suitable for our use.



Cost Proposal

Himmel Library Upgrade			
Description	Hours	Rate	Total
Pre-SD Services - ICT Discover meetings - Outline Specifications RCDD, NTS, OSP Communications Consulting	4	\$123.75	\$ 495.00
CD Service, (50%) – Coordination Meetings - Plans & Specifications suitable for review RCDD, NTS, OSP Communications Consulting	20	\$123.75	\$2,475.00
CD Service, (90%) – Coordination Meetings - Final Plans & Specifications suitable for publication RCDD, NTS, OSP Communications Consulting	8	\$123.75	\$ 990.00
CD Service, (100%) – Coordination Meetings - Final Plans & Specifications suitable for publication RCDD, NTS, OSP Communications Consulting	8	\$123.75	\$ 990.00
CA Services - Site Meetings - including Security, Access Control, CCTV, As-Built Plans & Specifications suitable for archive RCDD, NTS, OSP Communications Consulting	6	\$123.75	\$ 810.00
Total Proposed			\$5,760.00

Direct Labor Rate	\$55.00	\$55.00
Overhead	104.55%	\$57.50
Rate Before Profit		\$112.50
Profit	10%	\$11.25
Hourly Billing		\$123.75

END OF EXHIBIT B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
 - a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
 - b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location And Description Of Completed Operations

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location of Covered Operations:

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

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

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

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

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

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

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

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

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