



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: October 20, 2015

or Procurement Director Award

Contractor/Vendor Name (DBA): JE FULLER HYDROLOGY & GEOMORPHOLOGY, INC.

Project Title/Description:

HYDROLOGY SERVICES FOR SANTA CRUZ FLOOD RISK MAPPING

Purpose:

The Consultant will provide Flood Risk Maps and Flood Risk Map Reports for the Upper Santa Cruz River Floodplains. Services include, but are not limited too: Data Collection/Discovery, Field Survey, Risk Map Delineation, Flood Risk Report, and Public Notification and Open House.

Procurement Method:

Solicitation for Qualifications (SFQ)

Program Goals/Predicted Outcomes:

The goal is to update the floodplain information for the Upper Santa Cruz River and generate Flood Risk Maps.

Public Benefit:

The Public Benefit will be the creation of more accurate flood hazard maps. The current Flood Insurance Rate Maps are outdated and do not reflect channel geometry changes and flow distribution in the overbanks.

Metrics Available to Measure Performance:

The Risk Maps will cover a little more than 20 linear miles of the Santa Cruz River from the Santa Cruz County Line downstream to a point north of the Pima Mine Road Bridge. The project should be completed in 2 years.

Retroactive:

No

To: COB - 10-7-15 (1)
Ver. - 1
Pgs. 29

Procure Dept 10/05/15 PM 01:27

Original Information

Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 16-074

Effective Date: 10/20/15 Termination Date: 12/30/16 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 299,272.00 Revenue Amount: \$ _____

Funding Source(s): FEMA Grant (\$200,000.00) and Flood Control Tax Levy (\$99,272.00)

Cost to Pima County General Fund: \$00.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Anthony V. Schiavone

Department: Procurement *L. P. Williams* 9/28/15 Telephone: 724-3245

Department Director Signature/Date: *S. Shields*

Deputy County Administrator Signature/Date: *John McLeod* 9/30/15

County Administrator Signature/Date: *John McLeod* 9/30/15
(Required for Board Agenda/Addendum Items)

for

NOTICE TO RESPONDENTS

The Pima County Procurement Department - Design & Construction Division hereby issues formal notice to participating respondents for **SOLICITATION NO. 183102 – HYDROLOGIC SERVICES FOR THE SANTA CRUZ FLOOD RISK MAPPING PROJECT**, that the District intends to enter into contract negotiations for this project with the following firm:

JE Fuller Hydrology and Geomorphology, Inc.

and that upon successful agreement of contract terms and conditions the District and the Pima County Procurement Department will recommend contract award by the Pima County Board of Supervisors at a future date to be determined.

Should contract negotiations with JE Fuller fail; the District will end negotiations and enter into contract negotiations with the other firms on the final list in the following order:

Michael Baker International

CMG Drainage Engineering, Inc.

NOTE: Pursuant to A.R.S. §34-603(H), only the names of the firms on the final list may be disclosed. Disclosure of limited materials may be made after award of the contract; after contract execution, all materials are considered public documents in accordance with A.R.S. § 34-603(H). Complete debriefs may be scheduled after that time.

Contract Officer: *Anthony V. Schiavone* Date: September 8, 2015
Anthony V. Schiavone,
Commodity/Contracts Officer

This notice is in compliance with Pima County Procurement Code.

CC: Pima County SBE - 43646

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT		
PROJECT	Hydrologic Services for Santa Cruz Flood Risk Mapping	CONTRACT
CONSULTANT	JE Fuller Hydrology & Geomorphology, Inc. 40 E. Helen St Tucson, AZ 85705	NO. <u>CT-FC-160000000000000000074</u> AMENDMENT NO. _____ This number must appear on all invoices, correspondence and documents pertaining to this contract. <small>(STAMP HERE)</small>
NOT TO EXCEED	\$299,272.00	
FUNDING:	FEMA Grant	

CONSULTANT SERVICES CONTRACT

THIS Contract is entered into between Pima County Regional Flood Control District, a special taxing District under A.R.S. Title 48, hereinafter called DISTRICT, and JE Fuller Hydrology & Geomorphology, Inc., hereinafter called CONSULTANT, collectively referred to as the Parties.

WITNESSETH

WHEREAS, DISTRICT requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Hydrologic Services for Santa Cruz Flood Risk Mapping Project; and,

WHEREAS, CONSULTANT is qualified and willing to provide such services; and

WHEREAS, based on CONSULTANT'S representations in response to Pima County Solicitation No. 183102, CONSULTANT was determined to be the most qualified for this Project, and

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

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

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract as approved by the Board of Directors commences on October 20, 2015, and terminates on December 30, 2016, unless sooner terminated or further extended pursuant to the provisions of this Contract.

DISTRICT has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the DISTRICT Board of Directors, as required by the Pima County Procurement Code, must approve change orders to this Contract or the Scope of Services before CONSULTANT performs the work authorized by the change order.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Consultant Professional Services for the Project for the DISTRICT as described in **APPENDIX A: SCOPE OF WORK** (6 pages), attached to this Contract.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, DISTRICT agrees to pay CONSULTANT Not to Exceed Two Hundred Ninety-nine Thousand, Two hundred Seventy-two and No/100 Dollars (\$299,272.00). CONSULTANT'S fees will be as stated in **APPENDIX B: CONSULTANT FEE PROPOSAL** (5 Pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. DISTRICT may consider adjustments to rates in connection with any extensions of the Contract term.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and SUBCONSULTANT charges, to the tasks identified in the Scope of Work 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 will be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under Article 23, DISTRICT reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by DISTRICT. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk.

ARTICLE 4 – INSURANCE

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

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

4.1 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.

4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$1,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

4.1.2 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.

4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

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 DISTRICT Sole Proprietor or Independent CONSULTANT waiver form.

4.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when

\$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

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

Examples of Profession Services requiring E&O insurance: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying

4.2 Additional Insurance Requirements:

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

- 4.2.1 **Additional Insured Endorsement:** The General Liability and Business Automobile Liability Policies will each be endorsed to include DISTRICT, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 4.2.2 **Subrogation Endorsement:** The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of DISTRICT, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 4.2.3 **Primary Insurance Endorsement:** The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or DISTRICT will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 4.2.4 **Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.**

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to DISTRICT, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement, 130 W. Congress, 3rd Floor, Tucson, AZ 85701, Fax: (520) 724-4434.

4.4 Verification of Coverage:

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

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by DISTRICT 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 coverage or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract will be sent directly to the Pima County Procurement, 130 W. Congress, 3rd Floor, Tucson, AZ 85701. DISTRICT project or contract number and project description will be noted on the certificate of insurance.

DISTRICT reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

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

ARTICLE 6 – INDEMNIFICATION

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

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

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project.

ARTICLE 7 – COMPLIANCE WITH LAWS

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

ARTICLE 8 – STATUS OF CONSULTANT

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

ARTICLE 9 – CONSULTANT'S PERFORMANCE

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

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies

in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of DISTRICT having knowledge of or condoning or accepting the products of the services. Correction of such deficiencies will be at no cost to DISTRICT.

ARTICLE 10 – NON-WAIVER

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

ARTICLE 11 – SUBCONSULTANT

CONSULTANT is 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 DISTRICT to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 12 – NON-ASSIGNMENT

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

ARTICLE 13 – NON-DISCRIMINATION

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

ARTICLE 14 – AMERICANS WITH DISABILITIES ACT

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

ARTICLE 15 – CANCELLATION FOR CONFLICT OF INTEREST

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

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

ARTICLE 16 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from DISTRICT of the default, DISTRICT may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, DISTRICT may take over the work and complete it by Contract or otherwise. The CONSULTANT and its sureties, if any, will be liable for any damage to the DISTRICT resulting from CONSULTANT'S default, including any increased costs incurred by DISTRICT in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
 5. Failure to make prompt payment to subconsultants or suppliers for material or labor;
 6. Loss of CONSULTANT'S 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;
 7. Disregard of laws, ordinances, or the instructions of DISTRICT or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become DISTRICT'S property and will be delivered to DISTRICT not later than five (5) business days after the effective date of the termination;
 2. DISTRICT 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 DISTRICT from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph (2), DISTRICT'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of DISTRICT in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Contract with the DISTRICT,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,

- (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subconsultants or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subconsultants or suppliers; and
2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by DISTRICT), notifies DISTRICT in writing of the cause(s) therefor. In this circumstance, DISTRICT will ascertain the facts and the extent of the resulting delay. If, in the judgment of DISTRICT, the findings warrant such action, DISTRICT may extend the time for completing the work.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of DISTRICT.
- G. The rights and remedies of DISTRICT in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 17 – TERMINATION FOR CONVENIENCE OF DISTRICT

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

ARTICLE 18 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 19 – NOTICES

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

DISTRICT:
Suzanne Shields, Director
Pima County Regional Flood Control District
97 E. Congress, 2nd Floor
Tucson, AZ 85701
Phone: (520) 724-4600
Fax: (520) 724-6883

CONSULTANT:
John Wallace, P.E., President
JE Fuller Hydrology & Geomorphology
40 E. Helen Street
Tucson, AZ 85705
Tel: (520) 623-3112
Fax: (520) 623-3130

ARTICLE 20 – OTHER DOCUMENTS

CONSULTANT and DISTRICT in entering into this Contract have relied upon information provided in CONSULTANT'S response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this Contract is inconsistent with those of any other document, the Contract provisions will prevail.

ARTICLE 21 – REMEDIES

Either Party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 25 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 22 – SEVERABILITY

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

ARTICLE 23 – BOOKS AND RECORDS

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

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

ARTICLE 24 – DELAYS

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

ARTICLE 25 – DISPUTES

In the event of a dispute between DISTRICT and CONSULTANT 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 Regional Flood Control District 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.

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

ARTICLE 26 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest in and become the property of DISTRICT and will be delivered to DISTRICT upon completion or termination of the

services, but CONSULTANT may retain and use copies thereof. DISTRICT agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

ARTICLE 27 – PUBLIC INFORMATION

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

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to DISTRICT 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 should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., DISTRICT will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

DISTRICT will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will DISTRICT be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 28 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT 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.

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

Any breach of CONSULTANT'S or any SUBCONSULTANT'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONSULTANT, and the subcontract is suspended or terminated as a result, CONSULTANT will be required to 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 DISTRICT approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONSULTANT will advise each SUBCONSULTANT of DISTRICT'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 DISTRICT may inspect the SUBCONSULTANT'S books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this Contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is 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 will be excusable delay for which CONSULTANT will be entitled to an extension of time, but not costs.

ARTICLE 29 – ENTIRE AGREEMENT

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

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

APPROVED:

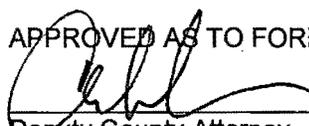
Chair, Board of Directors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

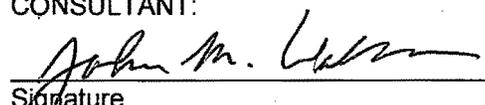


Deputy County Attorney

ANDREW FLAGG

Name (Please Print)

CONSULTANT:



Signature

JOHN M. WALLACE, PRESIDENT

Name and Title (Please Print)

10/1/2015

Date

APPENDIX "A"

SCOPE OF WORK



PIMA COUNTY

FLOOD CONTROL

**SANTA CRUZ RIVER
FLOOD RISK MAPPING**

SCOPE OF WORK



Pima County Regional Flood Control District
Pima County, Arizona
September 18, 2015

Pima County Procurement Department
Design and Construction Division
130 W. Congress Street, 3rd Floor, Tucson, Arizona 85701
(520) 724-3731 / Fax (520) 724-4464

Background

The upper Santa Cruz River floodplains, as mapped by the Federal Emergency Management Agency (FEMA) on the Flood Insurance Rate Maps (FIRMs), do not reflect changes in channel geometry, do not include multiple profiles in all the reaches, and were generated with outdated modeling. This Scope of Work (SOW) will outline the development of flood risk mapping products. It will be administered by the Pima County Regional Flood Control District (District) and coordinated with FEMA under a Cooperative Technical Partnership Agreement (CTP) to prepare Flood Risk Maps and Flood Risk Map Report. The information platform for the flood risk mapping process is FEMA's Mapping Information Platform (MIP). This SOW is a supplement to the attached Mapping Activity Statement (MAS) developed for the CTP partnership with FEMA.

Location\Project Description

The project location is the upper Santa Cruz River from approximately one mile upstream (south) of the Santa Cruz County line, and north to approximately one mile downstream of Pima Mine Road. The project shall include the preparation of the 10-percent, 4-percent, 2-percent, 1-percent, and the 0.5-percent Flood Risk Maps and associated Flood Risk Map Reports.

TASK 1: Data Collection\Discovery

- 1.1 Obtain and review a copy of the Discovery Report for the Upper Santa Cruz River Watershed (HUC-8-15050301), FEMA June 2013. Consult with the project manager regarding how to incorporate the recommendations and conclusions of the report as part of a Watershed Management Plan.
- 1.2 Obtain information from the District and the Town of Sahuarita (Town) regarding corporate limits, developments, channel modifications, bridge and culvert plans, and other data relevant to completing the study as described herein.
- 1.3 Obtain information from FEMA, the US Army Corps of Engineers (Corps), and other federal agencies necessary for the completion of this study.
- 1.4 Review FEMA's Guidelines and Standards for Flood Risk Analysis regarding preparation of products associated with this SOW. This SOW does not include the revisions to the FIRMs.
- 1.5 Collect and review field data to establish roughness, contraction, expansion and other loss coefficients. Photographic documentation of Manning's roughness coefficient "n" factors must be included in a summary. Guidance for establishing roughness coefficients can be found in the District's Technical Policy "Standards for Floodplain Hydraulic Modeling (TECH 19)".
- 1.6 Submit electronic and written copies of a report to the District summarizing the data collected. This summary report will be submitted within eight (8) weeks from receipt of the Notice to Proceed. Once finalized, a copy of the data collection report will be placed in the Technical Data Notebook (TDN).

TASK 2: Field Survey

- 2.1 The District will supply the LiDAR and aerial photography which is to be used as the basis for the floodplain modeling.

2.2 The consultant shall determine any areas that need supplemental data. If additional topographic surveys are needed, the consultant shall determine if private properties must be accessed in order to complete the survey.

2.3 When additional field surveys are necessary, the consultant will be responsible for obtaining any and all Rights of Entry to survey private property. The consultant will provide to the District a sample of the Right of Entry Letter for review and comment, a list of all notified property owners, and copies of all signed Rights of Entry.

2.4 Once Tasks 2.2 and 2.3 are completed, the consultant (or their subconsultant) shall perform the additional field surveys.

TASK 3: Risk Map Delineation

3.1 Perform a detailed hydraulic floodplain model of the Santa Cruz River for the 10-percent, 4-percent, 2-percent, 1-percent, and the 0.5-percent flood events. Floodplain delineations are to follow FEMA Flood Risk Map guidelines.

3.2 Flood profiles are to be determined for the 10-percent, 2-percent, 1-percent, and the 0.5-percent year return frequencies. The consultant shall use **the following Discharge values for the Risk Map Analysis.**

Return Frequency	Discharge
10-year	15,570
25-year	24,750
50-year	33,750
100-year	45,000
500-year	100,500

3.3 There are occasions where flow reach may have divided flow or distributary flow. In those reaches, the consultant may use a two-dimensional model such as FLO-2D or the soon to be approved HEC-RAS 5.0 model from the Corps, Hydrologic Engineering Center. Such modeling must be pre-approved by the District. The consultant is responsible for ensuring that the version of the model is FEMA approved.

3.4 Verify the input data for the hydraulic model based on field reconnaissance and/or aerial photography of the study reach. Note that Google Earth's historical aerial photographs indicate that large events have removed established vegetation within the channel. Therefore, modifications to roughness coefficients (as determined in Task 1.5) may be warranted for different return events.

3.5 All cross sections will be plotted from left to right looking downstream. The cross section plots will show water surface elevations (including base flood elevations or BFEs), main channel bank stations left and right, ineffective flow areas, Manning's roughness coefficient "n" values, encroachments and other pertinent information. All plots will be labeled.

3.6 Work product data is to include photography and topography. Aerial photography and LiDAR data is to be supplied in digital format by Pima County as the basis for the work map data. Topographic data is to be on the North American Vertical Datum of 1988.

3.7 When it is practicable, the consultant will take cross sections at the same location as the lettered cross section as shown on the FIRMs.

3.8 Bridges and culverts will be modeled with specific routines consistent with HEC-RAS requirements. It is noted that the District reserves the right to have the consultant verify the HEC-RAS modeling results for bridges, culverts, and other hydraulic structures using an independent method approved by the District.

3.9 Electronic draft work maps are to be submitted in Adobe Acrobat format to the District for review within 9 months from receipt of the LiDAR data from the District. Electronic draft map data is also to be submitted as ESRI shape files. Shape files are to be in the local county projection. The consultant will follow FEMA's guidelines for file names and attributes as outlined in Appendix L of FEMA's Guidelines and Specifications unless Risk Map standards require different approaches.

3.10 The District will provide review comments to the consultant within one month from receipt of the draft work maps.

3.11 The consultant will refine the models and draft work maps based on review comments by the District within two months from receipt of the District's comments.

3.12 The consultant is to follow FEMA's draft Data Capture Standards (May 2013) for Flood Risk Map products.

TASK4: Flood Risk Report

4.1 The consultant is to develop a Flood Risk Map Report to address the: 1) changes in the regulatory floodplain determined by this SOW as compared to the existing regulatory maps; b) changes in channel geometry; and c) changes associated with unmapped drainage infrastructure.

4.2 The consultant is to develop a Flood Risk Database to be used by the District and impacted communities to assist in assessing flood risk.

4.3 The consultant is to develop Flood Risk Maps as part of the Flood Risk Map Report.

TASK 5: Agency Review

5.1 The consultant will complete the work map data, hydraulic models and prepare the draft reports within 9 months from receipt of the LiDAR data.

5.2 The District will coordinate the review comments from District staff. The consultant will respond to review comments within 2 months from receipt of the comments.

5.3 Upon the completion of the District's review, electronic copies of the report are to be submitted to the Town for their comments. The Town is to be given 2 months for review and

comments are to be submitted to the District. The District will provide direction to the consultant when responding to the reviews.

TASK 6: Public Notification and Open House

6.1 Upon completion of the final report and prior to open house public meeting the consultant shall work with the District to prepare, attend and present at the following;

- A. Stakeholder meetings – including 6 to 8 key stakeholder representatives in the project area.
- B. Town of Sahuarita Planning and Zoning Department.
- C. Town of Sahuarita Town Council Study session.

6.2 Shortly after completing Task 7.1, the consultant will pay for and place a legal advertisement in local newspapers notifying the public that a study has been completed on the Santa Cruz River. The consultant shall work with the District on providing a narrative of the study along with PDF copies that can be downloaded from an Internet website.

6.3 The consultant shall work with the District to provide an open house meeting of the findings of this study.

TASK 7: Deliverables

The primary deliverable data will be digital products. Upon approval of the report by the District and FEMA, the consultant will submit the following deliverables to the FEMA MIP Data Center, to the District, FEMA and the Town:

- 1. Four (4) digital copies of the photo-topographic base maps (work maps) with the cross sections flood Risk Map delineations; and
- 2. Four (4) digital copies of the final report. Each report shall be in Adobe Acrobat unless otherwise directed by FEMA. Digital report data shall include all modeling data and shapefiles.

TASK 8: Additional Services

8.1 This SOW has been written with the intent that the contract will not be considered complete until FEMA has approved the Flood Risk Map products. At the request of the District, the consultant will provide additional services to respond to any comments FEMA may have during their review.

8.2 The consultant shall assist the District in updating and reporting the grant status with FEMA.

TASK 9: Billing and Reporting

9.1 Billing and status reports shall be done each month.

APPENDIX "B"

CONSULTANT FEE

PROPOSAL



JE FULLER
HYDROLOGY & GEOMORPHOLOGY, INC.

DEFINE | COMMUNICATE | SOLVE

September 22, 2015

Anthony V. Schiavone
Commodity/Contracts Officer
130 W. Congress, 3rd Floor
Tucson, Az. 85701

RE: SFQ # 183102 - Hydrologic Services for the Santa Cruz Flood Risk Mapping – Billing Rates

Dear Mr. Shiavone;

Attached are rates for JE Fuller and WestLand Resources (subconsultant), for the referenced project. It is my understanding that existing county on-call contract rates can be used for Kaneen Advertising.

Please feel free to contact me at 623-3112 if you have any questions regarding the attached.

Sincerely,

JE Fuller/Hydrology & Geomorphology, Inc.

John M. Wallace, P.E.
President

Attachments:

- JE Fuller rates
- WestLand Resources rates

PROJ: Pima County RFCO/Hydrologic Services for the Santa Cruz Flood Risk Mapping
 DETAIL: Scope of Work & Fee Estimate

Task Breakdown		Hours by Staff Class							Cost	
Task	Description	JEF	Westland	Westland	Duan	Kaneen	Kaneen	Kaneen		Kaneen
		PM/PE	Chief Surveyor	2-man Crew	PE	Project Principal/ Manager	Designer/Artist	Public Relations Coordinator		Clerical
		\$125.00	\$95.39	\$156.10	\$105.00	\$120.00	\$95.00	\$80.00	\$45.00	
1	Data Collection/Discovery	120								\$15,000.00
2	Field Survey	60	80	128						\$35,112.00
3	Risk Map Delineation	800			90					\$109,450.00
4	Flood Risk Report	600								\$75,000.00
5	Agency Review	60								\$7,500.00
6	Public Notification and Open House	60				89	32	94	36	\$30,360.00
7	Deliverables	80								\$10,000.00
8	Additional Services									\$0.00
9	Billing and Reporting	80								\$10,000.00
Subtotal										\$292,422.00
Estimated Direct Costs										\$6,850.00
Total										\$299,272.00

JEF rate based on average of anticipated billing rates to be used on project.

JE Fuller/Hydrology & Geomorphology Inc.					
Santa Cruz Risk Map					
Hourly Rate Schedule					
Date	9/22/2015				
HOURLY RATES					
Classification	Title	Labor	Overhead	Profit	Fully Burdened
PR II	Principal II	\$47.14	\$80.13	\$12.73	\$140.00
PR I	Principal I	\$45.45	\$77.27	\$12.27	\$135.00
PM III	Project Manager III	\$43.77	\$74.41	\$11.82	\$130.00
PM II	Project Manager II	\$42.09	\$71.55	\$11.36	\$125.00
PM I	Project Manager I	\$40.40	\$68.69	\$10.91	\$120.00
PE IV	Project Engineer IV	\$38.72	\$65.82	\$10.45	\$115.00
PE III	Project Engineer III	\$37.04	\$62.96	\$10.00	\$110.00
PE II	Project Engineer II	\$35.35	\$60.10	\$9.55	\$105.00
PE I	Project Engineer I	\$33.67	\$57.24	\$9.09	\$100.00
Hyd III	Hydrologist III	\$31.99	\$54.38	\$8.64	\$95.00
Hyd II	Hydrologist II	\$30.30	\$51.52	\$8.18	\$90.00
Hyd I	Hydrologist I	\$25.25	\$42.93	\$6.82	\$75.00
Admin/Tech IV	Administrative/Technical Support IV	\$20.20	\$34.34	\$5.45	\$60.00
Admin/Tech III	Administrative/Technical Support III	\$16.84	\$28.62	\$4.55	\$50.00
Admin/Tech II	Administrative/Technical Support II	\$13.47	\$22.90	\$3.64	\$40.00
Admin/Tech I	Administrative/Technical Support I	\$10.10	\$17.17	\$2.73	\$30.00



WestLand Resources, Inc.
Engineering and Environmental Consultants

September 21, 2015

Sent via email

Mr. John Wallace
JE Fuller Hydrology & Geomorphology
40 E Helen St.
Tucson, Arizona 85705

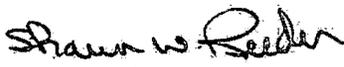
Good Morning John,

The survey rates are as follows:

	Labor Rate	Overhead Rate @ 176%	Profit @10%	Bill Rate
Field Surveyor	\$24.00	\$35.20	\$5.52	\$60.72
Chief Surveyor	\$31.24	\$55.30	\$8.67	\$95.39
2-man Crew				\$156.10

Please let me know if you need anything additional.

Thanks,



Shawn W. Reeder
Vice President



CERTIFICATE OF LIABILITY INSURANCE

FULLE-1

OP ID: JM

DATE (MM/DD/YYYY)

10/02/2015

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

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

PRODUCER Professional Underwriters of Arizona, Inc. P.O. Box 5419 Scottsdale, AZ 85261-5419 Prof. Underwriters of Arizona	CONTACT NAME: Prof. Underwriters of Arizona PHONE (A/C, No, Ext): 480-483-0440 E-MAIL ADDRESS:	FAX (A/C, No): 480-948-7752													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B : Catin Insurance Co Inc</td> <td>19518</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B : Catin Insurance Co Inc	19518	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED JE Fuller Hydrology & Geomorphology, Inc. 8400 S. Kyrene Rd #201 Tempe, AZ 85284															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bikt AI & WOS <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0001060	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Bikt AI <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> BIKI WOS	X	X	PSA0001109	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0001941	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab. Architect/Engineer	X		AED954190516 RETRO 1/27/95	05/01/2015	05/01/2016	Per Claim 1,000,000 Ann. Agg. 2,000,000

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

RE: SFQ # 18310, Hydrologic Services for the Santa Cruz Flood Risk Mapping
 Pima County Regional Flood Control District is additional insured as indicated. Coverages afforded are primary and non-contributory basis (excluding Work Comp. and E&O). Waiver of subrogation included.
 Attached: PPB304 02 12, PPA300 03 13, WC000313

CERTIFICATE HOLDER

PIMAC06

Pima County Regional Flood Control District
 97 E. Congress, 3rd Floor
 Tucson, AZ 85701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jeffrey D. Serick

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – LIABILITY Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or

"loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.

(5) This Coverage Extension will not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions:**

e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";
- (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
 - (b) You will not make any settlement without our consent.
 - (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
 - (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
 - (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.
- If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner if you are a partnership; or

- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

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

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

Endorsement Effective 05-01-2015
Insured
JE Fuller Hydrology and Geomorphology, Inc.
Insurance Company
RLI Insurance Company

Policy No.
PSW0001941

Endorsement No.
Premium 8961

Countersigned by _____