



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/18/25

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Kimley-Horn and Associates, Inc. (Headquarters: Raleigh, NC)

***Project Title/Description:**

Post Design Services for Elvado Road Storm Drain Project

***Purpose:**

Award: Contract No. PO2500020427. This award of contract is to provide Post Design Services for the Elvado Road Storm Drain Project in a not-to-exceed amount of \$31,276.90 for a contract term of 08/18/25 to 08/17/26.

Administering Department: Regional Flood Control District

***Procurement Method:**

Pursuant to Direct Selection authority of A.R.S. §34-103, award for Requisition No. RQ2500014613 is recommended to the above-named Consultant which has accepted the terms of the County's standard contract and with which the District has negotiated a satisfactory agreement.

Attachments: Direct Select Memorandum and Consultant Services Contract

***Program Goals/Predicted Outcomes:**

The goal is to provide post-design services for flood protection of homes located in the neighborhood of Elvado Roadway corridor.

***Public Benefit:**

The benefit is to decrease the cost of potential property damage, flood insurance and reduce the potential for loss of life and property.

***Metrics Available to Measure Performance:**

Performance will be measured using the consultant evaluation process as outlined in BOS Policy D29.1(E).

***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: PO Department Code: FC Contract Number (i.e., 15-123): PO2500020427
Commencement Date: 08/18/25 Termination Date: 08/17/26 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 31,276.90 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Flood Control District Capital Project Fund**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

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

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

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: Karrie Hixon Digitally signed by Karrie Hixon Date: 2025.07.24 15:34:33 -07'00' Division Manager: Scott Loomis Digitally signed by Scott Loomis Date: 2025.07.24 15:47:04 -07'00'

Department: Procurement Director: Bruce D Collins Digitally signed by Bruce D Collins Date: 2025.07.28 10:56:38 -07'00' Telephone: 520-724-3542


Department Director Signature: _____ Date: 7/28/2025

Deputy County Administrator Signature: _____ Date: 7/29/2025

County Administrator Signature: _____ Date: 7/30/2025

DATE: June 25, 2025

TO: Bruce Collins
Procurement Director

FROM: Eric Shepp, P.E. 
Director

SUBJECT: Elvado Road Storm Drain Project – Request for Direct Selection of Professional Post-Design Services from Kimley Horn & Associates

Pursuant to Board of Supervisors Policy D29.1 and A.R.S. 34-103, the Regional Flood Control District (District) is requesting approval to select Kimley Horn & Associates (Kimley Horn) to provide Engineering post-design services for the Elvado Road Storm Drain Project (Project).

BACKGROUND

Kimley Horn has been working with the District on Elvado Storm Sewer Design Documents under DO_24000000000000004388 since August 14, 2023. The Purchase Order now exceeds the contract value allowed under the provisions of the Board of Supervisors Policy D29.1, Section IV. QCL Delivery Order Term and Value.

REQUESTED ACTION

The District requests Kimley Horn be selected to perform post-design services for the District including but not limited to material submittal approvals, record drawing approvals, RFI requests and attend all construction meetings to discuss project needs and to address engineering questions that arise during the Project with a not-to-exceed amount of \$31,276.90.

Please contact me if you have any questions.

ES/tj

APPROVED



Bruce Collins, Procurement Director

June 26, 2025

Date



Modification to Insurance or Indemnity Clause

Date: 7/22/2025

Requestor Name: Karrie Hixon

Department: Procurement

☐

Change to Insurance

☒

Change to Indemnity

Supplier Name: Kimley-Horn and Associates, Inc.

Contract No: PO2500020427

Project Title/Description:

Post Design Services for Elvado Road Storm Drain Project

Requested Change:

add "to the extent", remove "...or alleged... whole or in part"

☒

Approved

☐

Denied

Risk Management:

A handwritten signature in blue ink that reads "M. June".

Comments:

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PROJECT: Post Design Services for Elvado Road Storm Drain Project

CONSULTANT: Kimley-Horn and Associates, Inc.
3300 E. Sunrise Dr. Suite 130
Tucson, AZ 85718

CONTRACT NO.: PO2500020427

AMOUNT: \$31,276.90

FUNDING: REGIONAL FLOOD CONTROL DISTRICT CAPITAL PROJECT FUND

CONSULTANT SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. 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 Kimley-Horn and Associates, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Purpose. District requires the services of a Consultant registered in the State of Arizona and qualified to provide Flood Control Engineering Services for the Elvado Road Storm Drain Project ("Project").
- 1.3. Authority. Consultant will provide engineering design services for Project. Consultant was determined under the direct select provisions of A.R.S. § 34-103 to be the best source for said work.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Directors, commences on August 18, 2025, and terminates on August 17, 2026 unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. District 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 Flood Control Engineering Services for District as described in Exhibit A – Scope of Services (2 Pages), an attachment to this contract. Amendments and changes to the Scope must be approved by the Board of Directors or the Procurement Director before the work under the amendment commences.

4. Compensation and Payment.

- 4.1. Rates. District will pay Consultant Not-to-Exceed \$31,276.90.
- 4.2. Fee Proposal. Consultant's fees will be as stated in Exhibit B – Consultant Fee Proposal (5 Pages), attached to this Contract.
- 4.3. Hourly Rates. 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.
- 4.4. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.

- 4.5. 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 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 must be supported by appropriate documentation with each separate invoice submitted.
- 4.6. Invoice Adjustments. For the period of record retention required under Article 22, District 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.
- 4.7. 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.
5. **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 Consultant from liabilities that arise out of the performance of the work under this Contract.
- 5.1. 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. District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- 5.2. Insurance Coverages and Limits.
- 5.2.1. 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.
- 5.2.1.1. 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.
- 5.2.1.2. 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.
- 5.2.1.3. 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 District Sole Proprietor or Independent Consultant waiver form.
- 5.2.1.4. 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.
- 5.2.1.5. 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.

5.3. Additional Insurance Requirements:

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

- 5.3.1. Additional Insured: 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 insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.
- 5.3.2. Subrogation: 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 Consultant.
- 5.3.3. Primary Insurance: 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.
- 5.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Contract.

5.4. Notice of Cancellation:

Each required Insurance policy must provide, and certificates specify, District 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 District project or contract number and project description.

5.5. Verification of Coverage:

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

- 5.5.1. 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 coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 5.5.2. All certificates required by this Contract will be sent directly to the Department. 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.

5.6. Approval and Modifications:

The District's 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 District's failure to obtain a required insurance certificate or endorsement, the District's failure to object to a non-complying insurance certificate or endorsement, nor the District'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.

6. Indemnification.

- 6.1. To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless District and any related taxing district, and its and the officials and employees of each of them (collectively, "Indemnatee") 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 to the extent caused, 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 Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all Claims. This indemnity will survive the expiration or termination of this Contract.
- 6.2. 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.
- 6.3. 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 District its agents, employees or indemnities.

7. Laws and Regulations.

- 7.1. 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.
- 7.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.
- 7.3. 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.

8. **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 District for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the District's 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 District harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

9. Consultant's Performance.

- 9.1. 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 District relied upon in making this contract, Consultant will obtain District's approval.
- 9.2. 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 District having knowledge of

or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to District.

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.
11. **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 District to pay any Subconsultant, except as may be required by law.
12. **Non-Assignment.** Consultant will not assign its rights or obligations under this Contract in whole or in part, without prior written approval of District. District may withhold approval at its sole discretion.
13. **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.
14. **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).
15. **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.
16. **Termination of Contract for Default.**
 - 16.1. Upon a failure by Consultant to cure a default under this Contract within 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. In such event, Consultant 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.
 - 16.2. Default Events. The following constitutes an event of default:
 - 16.2.1. 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;
 - 16.2.2. 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;
 - 16.2.3. Failure to provide competent supervision at the site;
 - 16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient material;
 - 16.2.5. Failure to make prompt payment to Subconsultants or suppliers for material or labor;

- 16.2.6. 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;
 - 16.2.7. Disregard of laws, ordinances, or the instructions of District or its representatives, or any otherwise substantial violation of any provision of the contract;
 - 16.2.8. 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.
- 16.3. Termination. In the event of a termination for default:
- 16.3.1. All finished and unfinished as-builts, drawings, specifications, documents, data, studies, surveys, 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 business days after the effective date of the termination;
 - 16.3.2. District may withhold payments to Consultant arising under this or any other Contract for the purpose of setoff until such time as the exact amount of damage due District from Consultant is determined; and
 - 16.3.3. Subject to the immediately preceding subparagraph 16.3.2, District's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which District has not previously made payment.
- 16.4. Non-Termination. District will not terminate the Contract for default or charge Consultant with damages under this Article if:
- 16.4.1. Except for subparagraph 16.2.8 in subsection 16.2 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:
 - 16.4.1.1. Acts of God or of the public enemy,
 - 16.4.1.2. Acts of District in either its sovereign or contractual capacity,
 - 16.4.1.3. Acts of another Contractor in the performance of a contract with District,
 - 16.4.1.4. Fires,
 - 16.4.1.5. Floods,
 - 16.4.1.6. Epidemics,
 - 16.4.1.7. Quarantine restrictions,
 - 16.4.1.8. Strikes,
 - 16.4.1.9. Freight embargoes,
 - 16.4.1.10. Unusually severe weather, or
 - 16.4.1.11. 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

- 16.4.2. Consultant, within seven 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 reasonable judgment of District, the findings warrant such action, District may extend the time for completing the work.
- 16.5. Receipt of Notice. For the purposes of subsection 16.1 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.
- 16.6. Excusable. If, after termination of the Contract for default, District determines 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 District had terminated the Contract for convenience as set forth in Article 17.
- 16.7. Rights and Remedies. 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.
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 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 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, no payment will be allowed for anticipated profit on unperformed services.
18. **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 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.
19. **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:
- | | |
|--|---|
| <u>DISTRICT:</u> Eric Shepp, P.E., Director Regional Flood Control District 201 N. Stone Ave., 9 th Floor Tucson, AZ 85701 Tel: (520) 724-4600 | <u>CONSULTANT:</u> Kevin W. Payne, P.E., CFM, Project Manager Kimley-Horn and Associates, Inc. 3300 E. Sunrise Dr., Suite 130 Tucson, AZ 85718 Tel: (520) 615-9191 |
|--|---|
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 prevail.
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.
22. **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.

23. Books and Records.

23.1. 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 District.

23.2. 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 District for retention.

24. **Delays**. Neither party will be considered 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.

25. Disputes.

25.1. 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 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.

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

26. **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 District and shall 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 expressed permission of the Consultant.

27. Public Records.

27.1. 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.

27.2. Records Marked Confidential.

27.2.1. 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 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 must not include any information considered confidential.

27.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., District 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 10 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. District 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. District is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is District in any way financially responsible for any costs associated with securing such an order.

28. Legal Arizona Workers Act Compliance.

28.1. 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.

28.2. Books & Records. 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.

28.3. 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 District approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.

28.4. Subconsultants. 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."

28.5. 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.

29. **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.

30. **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, Contractor must notify the District

within five business days and provide a written certification to District regarding compliance within one hundred eighty days.

31. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Consultant hereby warrants that if Consultant's employees perform work in an outdoor environment under this Contract, Consultant will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Consultant will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Consultant to prevent heat-related illnesses and injuries in the workplace. Consultant will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Consultant will further ensure that each subconsultant who performs any work for Consultant under this Contract complies with this provision.
32. **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.
33. **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.
34. **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 REGIONAL FLOOD CONTROL
DISTRICT:

Chair, Board of Directors

Date

CONSULTANT:

Signature

Kevin W Payne - Associate

Name and Title (Please Print)

July 28, 2025

Date

»» SW 61

ATTEST:

Clerk of the Board

Date

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



June 12, 2025

Colby Fryar
Pima County Regional Flood Control District
Engineering Division
201 N Stone Ave, 7th Floor
Tucson, AZ 85701

RE: *Post-Design Services Proposal for Elvado Storm Drain*

Kimley-Horn and Associates ("Kimley-Horn" or "Consultant") is pleased to submit this proposal to Pima County Regional Flood Control District ("District", or "Client") to provide professional services for the above referenced project.

BACKGROUND

In Spring 2025, Kimley-Horn completed Plans, Special Provisions, and Estimate for the storm rain improvements in the Elvado Road alignment. Pima County has accepted a contractor bid with construction scheduled to begin in June. Based on discussions with District staff, we understand that the District would like to retain Kimley-Horn to continue with post-design services through the construction phase of the project. We understand that Pima County will be completing and/or consulting separately for the Construction Administration of the project.

SCOPE OF SERVICES

Based on the project understanding and discussions with the District, our effort will include the following tasks. Kimley-Horn reserves the right to move Task budgets as needed. This proposal is prepared on a Time and Materials Not to Exceed basis, therefore hours provided are estimates. If the hours necessary to complete the tasks are exceeded, Kimley-Horn will coordinate with the District prior to proceeding with the additional work. Any budget that is not used, will not be billed to the District.

TASK 1. Meetings and Coordination

Kimley-Horn will attend meetings with the District, a Pre-Bid meeting, and construction progress meetings throughout the duration of construction, when requested by the District. For budgeting purposes, we have estimated up to 60 hours for this task.

TASK 2. Utility Coordination

Kimley-Horn will assist the district with utility coordination with utilities that have relocations being completed by the contractor as part of this project (Tucson Water and Pima County RWRD). This task includes assisting Pima County and the contractor with permitting and permit close-out. We assume that all permits and permit fees will be the responsibility of the contractor and that Kimley-Horn will only assist. For budgeting purposes, we have estimated up to 40 hours for this task.

TASK 3. Post Design Services

Request For Information (RFI) – Kimley-Horn will review and respond to formal questions which may arise relative to the Plans, Details, or Special Provisions during construction. For budgeting purposes, we have estimated up to 20 hours for responding to RFIs.

Shop Drawing Review and Coordination – Kimley-Horn will review and respond to contractor submitted shop drawings to confirm compliance with the approved Plans, Details and Specifications for the project. For budgeting purposes, we have estimated up to 30 hours for review of shop drawings.

Record Drawing Review – At the request of the District, Kimley-Horn will review Record Drawings prepared by the Contractor. This task specifically excludes the preparation of Record Drawings/As-Builts as we understand the Contractor will be responsible for the preparation of the Drawings. For budgeting purposes, we have estimated up to 20 hours for this task.

EXCLUSIONS

Any other services, including but not limited to the following, are not included in this Agreement but can be added through a contract modification.

- Construction Management / Construction Administration
- Material Testing or Approvals
- As-Built Survey
- Environmental or Cultural Resources monitoring or clearances
- Traffic Control Plans
- HAZMAT testing

CLOSURE

We appreciate the opportunity to provide these services to you and bring this important project to completion. Please contact Kevin Payne at (520) 352-8624 or kevin.payne@kimley-horn.com if you have any questions and thank you for the opportunity to continue to work with Pima County Flood Control.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES



Kevin W. Payne, P.E., CFM
Project Manager

EXHIBIT B – CONSULTANT FEE PROPOSAL (5 PAGES)

A. 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 Agreement. Said listing may be updated on an annual basis during the term of the contract

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 may be allowed and approved in advance
- Unusually high proposed increases and increases above published industry standards may be agreed to on a case by case basis.

d. Sub consultants

Specific billing arrangements will be negotiated with specialty sub-consultants such as the following:

- Attorneys
- Financial Advisors
- Surveyors
- Subsurface Consultants
- Specialty Consultants

e. Vacation/Holidays

- Included in firm's audited multiplier

f. Sick Time

- Included in firm's audited multiplier

g. Billing for non-productive idle time

- No billing for vehicle driving time (commuting time)
- Allow billing during air travel to Pima County for actual time worked on Pima County projects
- Short-term assignments are negotiable

2. Multipliers

a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed

b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract

c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the consultant

d. County will consider annual audited multipliers or fixed multipliers for the contract period

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

- d. Non-identifiable Costs
- e. Donations
 - Only as allowed in audited multipliers
- f. Mark-up on sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

B. INVOICING

CONSULTANT will submit invoices 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) working 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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Elvado Storm Drain - Post Design Services

Fee Derivation

Kimley-Horn and Associates, Inc.

June 12, 2025

| <u>Estimated Direct Labor (Tasks 1-3)</u> | Estimated Work <u>Hours</u> | Hourly Labor <u>Rate</u> | <u>Costs</u> |
|--|-----------------------------------|-----------------------------|--------------------------|
| <u>Classification</u> | | | |
| Project Principal | 0 | \$89.83 | \$0.00 |
| Project Manager | 92 | \$73.99 | \$6,807.08 |
| Senior Professional | 0 | \$71.65 | \$0.00 |
| Professional | 0 | \$52.98 | \$0.00 |
| Junior Professional | 58 | \$40.63 | \$2,356.54 |
| Admin Support I (Professional) | 10 | \$50.83 | \$508.30 |
| Admin Support II (Clerical) | 10 | \$27.18 | \$271.80 |
| Direct Labor | 170 | Total Labor Cost: | <u>\$9,943.72</u> |

Overhead (Audited Overhead Rate) @ 191.24% \$19,016.37

Profit (Direct Labor + Overhead) x 8% \$2,316.81

Total Labor Fee (Tasks 1-5) \$31,276.90

Estimated Direct Expenses

(Listed by item - NO MARKUP)

TypeCosts

-

-

Total Estimated Direct Expenses: \$0

Estimated Outside Services and Consultants

(Listed by item - NO MARKUP)

SubconsultantServiceCosts

Total of Subconsultants \$0.00

TOTAL FEE: \$31,276.90

**Elvado Storm Drain - Post Design Services
Estimate of Work Hours**

| Task No. | Description | | Project Principal | Project Manager | Senior Professional | Professional | Junior Professional | Admin Support I (Professional) | Admin Support II (Clerical) | Total |
|------------|----------------------------------|--|-------------------|-----------------|---------------------|--------------|---------------------|--------------------------------|-----------------------------|------------|
| 1.0 | Meetings and Coordination | | | | | | | | | |
| | | | 0 | 30 | 0 | 0 | 20 | 10 | 0 | 60 |
| | Hours Subtotal | | 0 | 30 | 0 | 0 | 20 | 10 | 0 | 60 |
| 2.0 | Utility Coordination | | | | | | | | | |
| | | | 0 | 20 | 0 | 0 | 10 | 0 | 10 | 40 |
| | Hours Subtotal | | 0 | 20 | 0 | 0 | 10 | 0 | 10 | 40 |
| 3.0 | Post Design Services | | | | | | | | | |
| | RFIs | | 0 | 12 | 0 | 0 | 8 | 0 | 0 | 20 |
| | Shop Drawing Review | | 0 | 20 | 0 | 0 | 10 | 0 | 0 | 30 |
| | Recording Drawing Review | | 0 | 10 | 0 | 0 | 10 | 0 | 0 | 20 |
| | Hours Subtotal | | 0 | 42 | 0 | 0 | 28 | 0 | 0 | 70 |
| | Hours Total | | 0 | 92 | 0 | 0 | 58 | 10 | 10 | 170 |

END EXHIBIT B - CONSULTANT FEE PROPOSAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2025

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

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

| | | |
|---|--|---|
| PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022 | CONTACT NAME: Greyling COI Specialist PHONE (A/C, No. Ext): 770.552.4225 E-MAIL ADDRESS: greylingcerts@greyling.com | FAX (A/C, No): |
| INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601 | INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Allied World Assurance Co (U.S.) Inc. INSURER C: New Hampshire Insurance Company INSURER D: Lloyd's of London INSURER E: INSURER F: | NAIC # 19445 19489 23841 85202 |

COVERAGES**CERTIFICATE NUMBER:** 500315557**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | GL5268169 | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA4489663 (AOS) CA2970071 (MA) | 4/1/2025 4/1/2025 | 4/1/2026 4/1/2026 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 03127930 | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC067961230 (AOS) WC013711885 (CA) | 4/1/2025 4/1/2025 | 4/1/2026 4/1/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000 |
| D | Professional Liability | | | B0146LDUSA2504949 | 4/1/2025 | 4/1/2026 | Per Claim \$2,000,000 Aggregate \$2,000,000 |

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

Re: PO2500020427 - Post Design Services for Elvado Road Storm Drain Project. Pima County, its departments, districts, boards, commissions, officials, agents, and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

Pima County
150 West Congress, 5th Floor
Tucson AZ 85701

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

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

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

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO. | PER THE CONTRACT OR AGREEMENT. |
| 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" or "personal and 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO. | PER THE CONTRACT OR AGREEMENT. |

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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

| |
|--|
| Name Of Person(s) Or Organization(s): |
| PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2025 forms a part of Policy No. WC 067-96-1230

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

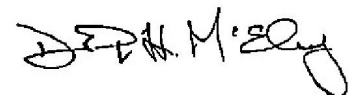
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative