



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

Requested Board Meeting Date: October 18, 2016

or Procurement Director Award

**Contractor/Vendor Name (DBA):** CMG Drainage Engineering, Inc. (Headquarters: Tucson, Arizona)

**Project Title/Description:**

Alamo Wash Basin Management Plan

**Purpose:**

Award of Contract: Contract No. CT-FC-17-102. This award of contract is recommended to the highest scoring consultant in the not-to-exceed amount of \$853,233.46 for a contract term from October 18, 2016 to April 26, 2019 for the development of an Alamo Wash Basin Management Plan. The plan will identify flood hazard areas and drainage problems with the Alamo Wash Basin. Administating Department: Regional Flood Control District

**Procurement Method:**

Solicitation for Qualifications (SFQ) No. 220975 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. Four (4) responsive statements of qualifications were received and evaluated by a three (3) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, the highest scoring respondent is being recommended for award.

**Program Goals/Predicted Outcomes:**

The goal is to develop a flood control protection program and to provide drainage alternatives allowing the District as well as partners (City of Tucson) to develop a comprehensive flood control plan.

**Public Benefit:**

The Public Benefit is that the plan will identify flood hazard areas and drainage problems, and identify cost effective solutions to alleviate flooding in the study areas.

**Metrics Available to Measure Performance:**

The project scope, task fees and a detailed project schedule will be utilized to measure project performance.

**Retroactive:**

No

Procure Dept 09/23/16 PM 12:11

To: COB- 9.23.16 (1)  
Ver. - 1  
Pgs. 25

**Original Information**

Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 17-102

Effective Date: 10/18/16 Termination Date: 4/26/2019 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 853,233.46  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): Flood Control Tax Levy

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 *A. Schiavone* *Revised 9-14-16*

Department: Procurement *May 2016* *9/16/16* Telephone: 724-3245

Department Director Signature/Date: *[Signature]* *9/16/16*

Deputy County Administrator Signature/Date: *[Signature]* *9/22/16*

County Administrator Signature/Date: *C. Redabney* *9/24/16*  
(Required for Board Agenda/Addendum Items)

<b>PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT</b>		<div style="border: 2px solid red; padding: 5px;"> <p style="margin: 0;"><b>CONTRACT</b></p> <p style="margin: 0;">NO. <u>CT-FC-17-102</u></p> <p style="margin: 0;"><b>AMENDMENT NO.</b> _____</p> <p style="margin: 0; font-size: small;">This number must appear on all invoices, correspondence and documents pertaining to this contract.</p> <p style="margin: 0; font-size: x-small;">(STAMP HERE)</p> </div>
<b>PROJECT</b>	<b>Alamo Wash Basin Management Plan</b>	
<b>CONSULTANT</b>	<b>CMG Drainage Engineering, Inc. 3555 N Mountain Ave Tucson, AZ 85728</b>	
<b>NOT TO EXCEED</b>	<b>\$853,233.46</b>	
<b>FUNDING:</b>	<b>Flood Control Tax Levy</b>	

**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 CMG Drainage Engineering, 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 development and planning services for the Alamo Basin Management Plan Project; and,

**WHEREAS**, based on CONSULTANT'S representations in response to Pima County Solicitation No. 220975, CONSULTANT was determined to be the most qualified for this Project, and

**WHEREAS**, CONSULTANT is willing to provide such services and proposed to perform said services 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 18, 2016, and terminates on April 26, 2019, 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 SERVICES** (8 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 Eight Hundred Fifty-three Thousand, Two Hundred Thirty-three Dollars and Forty-six Cents (\$853,233.46). CONSULTANT'S fees will be as stated in **APPENDIX B: CONSULTANT FEE PROPOSAL** (6 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 \$2,000,000 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 soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

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

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, 3<sup>rd</sup> 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 coverages 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, 3<sup>rd</sup> 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:

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

**ARTICLE 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 contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and 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 or 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  
 201 N. Stone Ave, 9<sup>th</sup> Floor  
 Tucson, AZ 85701  
 (520) 724-4600  
 Fax: (520) 724-4621

**CONSULTANT:**  
 Jerald L. Curless, PE, Vice President  
 CMG Drainage Engineering, Inc.  
 3555 N. Mountain Ave  
 Tucson, AZ 85728  
 (520) 882-4244  
 Fax: (520) 888-1421

**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 – ISRAEL BOYCOTT CERTIFICATION**

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

**ARTICLE 30 – 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.

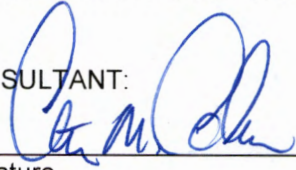
IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Date

CONSULTANT:

  
\_\_\_\_\_  
Signature

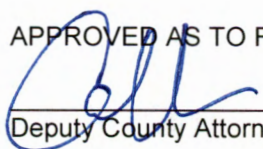
Clinton M. Glass, President  
\_\_\_\_\_  
Name and Title (Please Print)

8/21/2016  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

**ANDREW FLAGG**

\_\_\_\_\_  
Name (Please Print)

**SCOPE OF SERVICES & ENGINEERING FEE ESTIMATE**

**Alamo Basin Management Plan**

**Submitted by CMG Drainage Engineering, Inc.**

**September 1, 2016**

**1. Project Purpose**

The Pima County Regional Flood Control District (District) seeks a professional consulting engineering team to develop an Alamo Wash Basin Management Plan, which will identify flood hazard areas and drainage problems, and identify cost-effective solutions to alleviate or manage flooding in the study area. The purpose of the Alamo Wash Basin Management Plan is to develop a comprehensive flood control protection program and to develop drainage alternatives which will improve public safety, provide fiscal responsibility, and provide a balanced multi-objective approach to managing the watersheds, floodplains and resources in the study area, which will allow the Pima County Regional Flood Control District (District), as well as partners (City of Tucson) to develop a comprehensive flood control plan.

Once adopted by the City of Tucson, the plan will provide guidance for development, redevelopment and retrofits in flood prone areas and drainage alternatives to further limit the potential for flooding. The study will rely on interagency coordination to preserve the hydrologic integrity and storm water conveyance ability of the regional watersheds. The study will ensure that the floodplain management regulations will balance the competing community and private sector interests.

**2. Project Location and Description**

The approximate limits of the Alamo Basin Management Plan (BMP) are shown on Exhibit A. In total, the study area is approximately 9.5 square miles. The Alamo Watershed includes the Alamo Wash, Arcadia Wash, Van Buren Wash (street) and Sahuara Wash (street). The Alamo and Arcadia Washes (and adjacent properties) are subject to the City of Tucson's WASH Regulations (Tucson City Code, Chapter 29, Article VIII, Watercourse Amenities, Safety and Habitat). The Tucson Stormwater Management Study Final Report (December 15, 1995) identified two stormwater capital improvement projects and three localized projects in the Alamo Watershed, and preservation of approximately 23,000 linear ft. of naturally vegetated watercourses. FEMA flood hazard areas include A, AE and AH Zones.

**3. Project Tasks**

**3.1. Existing Conditions Data Collection and Review:**

- 3.1.1. The Consultant shall collect, review and summarize pertinent existing conditions data, including but not limited to, Tucson Stormwater Management Study (TSMS) discharge data, drainage complaints, floodplain use permits, gage records, elevation certificates, site reviews and violations, as-built plans for existing structures (i.e., storm drains, culverts, channels), FEMA Flood Hazard data, Letters of Map Revisions and/or Amendments, drainage reports,

improvement plans, land use plans and development plans. The Consultant shall perform field inspections and photo documentation of current channel conditions to assist with the alternatives analyses. The Consultant will also research and obtain historic flood data such as precipitation data and newspaper articles to document past flooding/drainage problems. The District will provide the 2015 LiDAR dataset.

It is assumed that these data will be collected in digital form, but where digital data are not available; the consultant shall collect the data in paper form and scan in an appropriate digital format for future use.

- 3.1.2. The Consultant shall develop a comprehensive list of flooding and drainage problems impacting the study area based on Task 3.1.1 above, and provide a map indicating problems areas.
- 3.1.3. The Consultant shall identify data gaps that would prevent the consultant from preparing hydraulic mapping consistent with FEMA's *Standards for Flood Risk Analysis and Mapping (November 30, 2015)*.
- 3.1.4. Summarize Task 3.1 for inclusion in an overall project Technical Data Notebook (TDN).

### **3.2. Floodplain Delineation:**

- 3.2.1. The Consultant will re-delineate jurisdictional floodplains where existing mapping is inaccurate and delineate new floodplains for discharges 100 cfs or greater where floodplains have not been previously mapped.
  - 3.2.1.1. A basin-wide two-dimensional hydrologic & hydraulic model will be generated using FLO-2D. This model will initially be utilized for the following purposes: 1) to generate models for the 10%, 4% and 1% annual chance peak discharges that will be compared to flood frequency analysis estimates derived from Alamo Wash stream gage data and to TSMS peak discharges, and 2) generate 10% and 4% annual chance peak discharges at localized flood prone problem areas to support alternatives that address neighborhood flooding concerns. An evaluation of the results and discussions of potential calibration options will be included in the TDN.

If needed for the Alternative Analyses, hydrologic modeling for the 10% and 4% annual chance storms will be conducted using FLO-2D. Peak discharges will be determined at localized flood prone problem areas to support alternatives that address neighborhood flooding concerns.

- 3.2.1.2. If the FLO-2D hydrologic analyses conducted as part of Task 3.2.1.1 are not satisfactory for further floodplain mapping, hydrologic

modeling for floodplain delineations will utilize existing TSMS 1%-annual-chance discharges. Currently available TSMS HEC-1 files for the Alamo Wash watershed, which will be updated to be consistent with the 1998 SLA verification report, will be utilized for this study. The updated HEC-1 discharges will be used to revise the effective FIS discharges in the event that a new existing conditions LOMR is submitted.

- 3.2.1.3. If the FLO-2D peak discharge estimates are satisfactory to the agencies for floodplain mapping, additional detail will be added to the FLO-2D model to make it suitable for FEMA floodplain mapping & LOMR submittal purposes. The modeling will cover existing FIS mapped areas to support the potential new existing conditions LOMR as well as additional local floodplains where they have not been previously mapped. Local floodplains will be mapped for discharges 100 cfs or greater where practicable and as directed by the agencies.

If the FLO-2D hydrologic analyses conducted as part of Task 3.2.1.1 are not satisfactory for further floodplain mapping, hydraulic modeling for floodplain delineations will be performed using HEC-RAS 5.0. The modeling will cover existing FIS mapped areas to support the potential new existing conditions LOMR as well as additional local floodplains where they have not been previously mapped. Local floodplains will be mapped for discharges 100 cfs or greater where possible and as limited by the detail of the TSMS hydrology. A 1D modeling approach will be used initially, with 2D modeling areas added in HEC-RAS 5.0, if adjacent overbank flooding or distributary flow is identified.

- 3.2.2. The Consultant will document base flood elevation changes for previously mapped floodplains.

- 3.2.3. The Consultant will summarize the analyses in a TDN.

- 3.3. **Letter of Map Revision (LOMR) if necessary:** If deemed necessary by the City of Tucson, a Letter of Map Revision request will be prepared and submitted by the Consultant based on Task 3.2 above:

- 3.3.1. The Consultant will prepare a FEMA Letter of Map Revision submittal per FEMA's *Standards for Flood Risk Analysis and Mapping* (November 30, 2015).

- 3.3.2. The Consultant shall be responsible for addressing FEMA review comments in a timely manner. Task 3.10 will be utilized for comment response only if needed as determined by agreement between the District and the Consultant.

- 3.3.3. If applicable, The Consultant will prepare property owner notification per FEMA specifications for distribution by the City of Tucson.

3.3.4. If applicable, the Consultant will prepare legal notification per FEMA specifications and publish in an approved newspaper.

3.4. ***Alternatives Analysis and Remediation Recommendations:*** Alternative analysis will identify flood hazard solutions based on previous tasks. The Consultant will develop structural and non-structural alternative solutions and cost effectiveness for mitigating flooding and drainage problems, and recommend an alternative for each flood hazard.

3.4.1. The Consultant shall prioritize the problem areas identified in Tasks 3.1 and 3.2 based on the relative benefit that may be achieved to arrive at a final maximum list of 15 problem areas to receive further evaluations.

3.4.2. The Consultant shall facilitate an Alternatives Identification workshop. The District and City of Tucson will determine up to 20 participants from stakeholders and the Consultant team to attend the Alternatives Identification workshop.

If appropriate pursue discussions with TUSD about repurposing unused properties for potential detention basin sites.

3.4.3. The Consultant will present items identified in Task 3.1 and 3.2 at the workshop.

3.4.4. The Consultant shall identify a mix of alternatives (up to 3-5 alternatives for up to 15 problem areas) for flooding and drainage problem solutions in the study area and associated critical path(s) to be utilized at the workshop.

3.4.4.1. If channel inspections conducted in Task 3.1.1 indicate deficiencies in existing channel improvements relative to aggradation (reduced channel capacity) & degradation (reduction of toe downs), the Consultant will conduct updated channel designs, scour analyses, equilibrium slope analyses and new grade control designs as part of the alternatives development.

3.4.4.2. Alternatives will be evaluated for compliance with the City of Tucson's WASH Ordinance requirements and for impacts to ERZ designated watercourses.

3.4.5. For each alternative, the Consultant shall identify the strengths, weaknesses, opportunities, constraints and estimated costs.

3.4.6. The Consultant shall recommend a combination of up to 15 alternatives for future implementation. The Consultant shall meet with the District and the City of Tucson to approve the assessed alternatives.

3.4.7. The Consultant shall prepare an Implementation Plan for the selected



alternatives.

3.4.8. The Consultant shall summarize the Alternatives Analysis process in an Alternatives Selection Report.

3.5. **Public and Stakeholder Involvement:** Stakeholder information, involvement, and coordination will be included for all elements of the Alamo Wash Basin Management Plan.

3.5.1. The Consultant shall arrange, attend and provide materials for up to 12 stakeholder informational meetings as necessary to gather information or to discuss alternatives. These meetings could be with public agencies, associations, developers, neighborhood associations or individual landowners.

3.5.2. The District will create a stakeholder fact sheet for use in educating stakeholders about the study.

3.5.3. The Consultant shall arrange, attend and provide materials for up to four Work Group Meetings with select stakeholder representatives.

3.5.4. The Consultant shall document and provide minutes to the District for all Stakeholder and Work Group meetings.

3.5.5. The Consultant shall participate and provide staff for three public meetings.

- First meeting prior to completing Existing Conditions Data Collection
- Second meeting after Existing Constraints have been identified
- Third meeting following selection of preferred alternatives.

3.5.6. The District shall be responsible for the preparation of handouts and display boards. The Consultant shall provide to the District, in digital format, information needed for the exhibits used at the public meetings.

3.5.7. The Alamo Basin Management Plan website shall be hosted on the District website and administered by District Staff. Approved reports and documentation from the Consultant shall be submitted in a format (as specified by the District) that can be placed on the website. The District will provide final review and approval of all submittals for the website.

3.5.8. The Consultant shall participate in the Plan adoption process with Mayor and Council. This task will include:

- Briefings with Council members and/or staff
- Arrange & support a formal study session with COT Mayor & Council
- Prepare all meeting & presentation documents & materials to support RFCD & COT staff

3.5.9. The Consultant shall document the Public and Stakeholder Involvement processes in a Public Outreach Summary Report and summarize for inclusion

in the project Executive Summary.

**3.6. Project Administration:** The Consultant shall participate in the following specific meetings for the Alamo Basin Management Plan:

- 3.6.1. The Consultant shall attend a kick-off meeting with the District to submit the project schedule, which will include dates of all proposed submittals and review meetings. The Consultant shall bring key project members to the meeting to introduce them to the District staff that will be working on the project.
  - 3.6.2. The Consultant shall meet monthly with the District's Project manager and project review team to discuss the overall project status and to discuss the District's review comments that will be provided to the Consultant at the meeting. Any problems shall be identified and discussed. The Consultant shall provide minutes of monthly project meetings.
  - 3.6.3. The Consultant shall make site visits as necessary to become familiar with existing conditions in the study area.
  - 3.6.4. The District will conduct two scheduled site visits to orient the Consultant with the project area and to determine any initial conflicts or opportunities.
- 3.7. Schedule:** The consultant shall complete all elements of the study within 720 days from the issue of Notice-to-Proceed (NTP) date. Elements shall be completed during this time frame according to the following milestones:

Tasks 3.1	within 270 days from NTP
Tasks 3.2 and 3.3	within 540 days from NTP
Task 3.4	within 720 days from NTP

**3.8. Participation:**

Pima County Regional Flood Control District (DISTRICT)  
Pima County Regional Wastewater Reclamation Department  
Pima Association of Governments (PAG)  
City of Tucson Planning & Development Services  
City of Tucson Department of Transportation  
Utilities (Verizon, CenturyLink, etc.)  
City of Tucson Mayor and Council (Ward 2, 4 and 6)

**3.9. Deliverables:**

- 3.9.1. Existing Conditions Report
- 3.9.2. A Technical Data Notebook for Hydrology & Hydraulics in accordance with ADWR State Standard 1 (August 2012).

- 3.9.3. A LOMR submittal package (if required) with a separate Technical Data Notebook in accordance with ADWR State Standard 1 (August 2012)
  - 3.9.4. Alternative Selection Report.
  - 3.9.5. Implementation Plan.
  - 3.9.6. Public Outreach Summary Report.
  - 3.9.7. An Executive Summary with the afore-mentioned documents included as Appendices
  - 3.9.8. The Consultant shall submit digital files on CD to the District.
  - 3.9.9. The Consultant shall submit 2 CDs and 4 paper copies of all draft products to the District.
  - 3.9.10. The Consultant shall submit 10 CDs and 3 paper copies (including exhibits) for all final products to the District.
  - 3.9.11. The Consultant shall submit all items sealed by a registered civil engineer or surveyor in the State of Arizona, as appropriate. Upon receipt of the final submittal, the District shall review the final products for the accurate incorporation of all final comments. If incomplete and/or incorrect incorporation of comments is found, the original documents shall be returned to the Consultant for correction and resubmittal.
- 3.10. **Additional Services:** The Consultant shall be prepared to provide additional services as-needed in support of Project Tasks. These may include, but not be limited to; geotechnical analysis, structural engineering, community relations, landscape architecture, habitat evaluation and environmental services.
- 3.10.1. Field Surveying Services
    - 3.10.1.1. The District assumes that some infrastructure, such as storm drains, culverts and bridges, may need to be surveyed so that flooding can be accurately modeled. The Consultant shall survey these features with appropriate certification consistent with FEMA's *Standards for Flood Risk Analysis and Mapping (November 30, 2015)*.
    - 3.10.1.2. The Consultant shall identify all rights-of-entry needs and coordinate with the property owner to obtain the necessary rights-of-entry.
    - 3.10.1.3. The Consultant will perform survey as required to develop the alternatives. The Consultant shall identify all rights-of-entry needs and coordinate with the property owner to obtain the necessary rights-of-entry.

3.10.2. Miscellaneous Services

3.10.3. FLO-2D modeling (GI/LID concepts, etc.) supplemental to Alternatives Analysis support modeling included in Task 3.2.1.3.

3.10.4. Response to site specific requests by County Supervisor or City Ward staff

3.10.5. Additional modeling to assess basin wide alternative approaches such as dry wells, maintenance, adjustments to basin parameters and other possible unforeseeable, but valuable approaches and concepts.

**End of Scope of Services**



3555 N. Mountain Ave. • P.O. Box 64880 (mail) • Tucson, AZ 85728 • phone: (520) 882-4244 • fax: (520) 888-1421

**PROJECT COST SUMMARY**

**Project Name:** Alamo Wash Basin Management Plan

**Date:** September 1, 2016

**I. ESTIMATE OF DIRECT LABOR**

CMG Drainage Engineering	\$	62,640.00
JE Fuller Hydrology & Geomorphology	\$	6,600.00
	\$	69,240.00
<b>TASK 3.2 - Floodplain Delineations</b>		
CMG Drainage Engineering	\$	95,180.00
JE Fuller Hydrology & Geomorphology	\$	236,000.00
	\$	331,180.00
<b>TASK 3.3 - Letter of Map Revision (LOMR)</b>		
JE Fuller Hydrology & Geomorphology	\$	18,280.00
Kaneen Advertising & Public Relations	\$	4,210.00
	\$	22,490.00
<b>TASK 3.4 - Alternatives Analysis &amp; Remediation Recommendations</b>		
CMG Drainage Engineering	\$	89,924.00
JE Fuller Hydrology & Geomorphology	\$	10,000.00
Kaneen Advertising & Public Relations	\$	5,770.00
Wheat Design Group	\$	5,096.56
	\$	110,790.56
<b>TASK 3.5 - Public Involvement</b>		
CMG Drainage Engineering	\$	26,184.00
JE Fuller Hydrology & Geomorphology	\$	16,000.00
Kaneen Advertising & Public Relations	\$	74,545.00
Wheat Design Group	\$	5,333.35
	\$	122,062.35
<b>TASK 3.6 - Project Administration</b>		
CMG Drainage Engineering	\$	20,660.00
JE Fuller Hydrology & Geomorphology	\$	10,250.00
Ashby Surveying & Drafting	\$	3,450.00
Kaneen Advertising & Public Relations	\$	19,960.00
Wheat Design Group	\$	5,816.05
	\$	60,136.05
<b>TASK 3.7 - Schedule &amp; Project Management</b>		
CMG Drainage Engineering	\$	12,000.00
JE Fuller Hydrology & Geomorphology	\$	5,200.00
	\$	17,200.00
<b>TASK 3.10 - Additional Services</b>		
CMG Drainage Engineering	\$	20,020.00
JE Fuller Hydrology & Geomorphology	\$	21,850.00
Wheat Design Group	\$	2,467.00
Ashby Surveying & Drafting	\$	48,816.00
	\$	93,153.00
<b>TOTAL LABOR</b>	<b>\$</b>	<b>826,251.96</b>
<b>II. ESTIMATE OF DIRECT EXPENSES</b>		
CMG Drainage Engineering	\$	6,150.00
JE Fuller Hydrology & Geomorphology	\$	1,000.00
Kaneen Advertising & Public Relations	\$	19,710.00
Wheat Design Group	\$	121.50
<b>TOTAL DIRECT EXPENSES</b>	<b>\$</b>	<b>26,981.50</b>
<b>TOTAL NOT-TO-EXCEED PROJECT COST</b>	<b>\$</b>	<b>853,233.46</b>



3555 N. Mountain Ave. • P.O. Box 64880 (mail) • Tucson, AZ 85728 • phone: (520) 882-4244 • fax: (520) 888-1421

## FEE ESTIMATE

Project Name: Alamo Wash Basin Management Plan

Date: September 1, 2016

### I. CMG LABOR

#### **TASK 3.1 - Existing Conditions Data Collection & Review**

##### **Sub-Task 3.1.1: Data Gathering**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	60	\$ 7,500.00
Sr Project Engineer / Hydrologist	\$ 110.00	108	\$ 11,880.00
Designer	\$ 78.00	80	\$ 6,240.00
CADD Tech	\$ 68.00	120	\$ 8,160.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 33,780.00</b>

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	8	\$ 1,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	16	\$ 1,760.00
Designer	\$ 78.00	24	\$ 1,872.00
CADD Tech	\$ 68.00	32	\$ 2,176.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 6,808.00</b>

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	4	\$ 560.00
Project Manager	\$ 125.00	60	\$ 7,500.00
Sr Project Engineer / Hydrologist	\$ 110.00	80	\$ 8,800.00
Designer	\$ 78.00	24	\$ 1,872.00
CADD Tech	\$ 68.00	40	\$ 2,720.00
Clerical / Administration	\$ 50.00	12	\$ 600.00
<b>Sub-Total</b>			<b>\$ 22,052.00</b>

Task 3.1 Sub-Total \$ 62,640.00

#### **TASK 3.2 - Floodplain Delineations**

##### **Sub-Task 3.2.1.1: Flood Frequency Analysis & FLO-2D Coordination/Comparisons**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	4	\$ 560.00
Project Manager	\$ 125.00	24	\$ 3,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	80	\$ 8,800.00
Designer	\$ 78.00	12	\$ 936.00
CADD Tech	\$ 68.00	24	\$ 1,632.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 14,928.00</b>

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	16	\$ 2,240.00
Project Manager	\$ 125.00	88	\$ 11,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	160	\$ 17,600.00
Designer	\$ 78.00	120	\$ 9,360.00
CADD Tech	\$ 68.00	200	\$ 13,600.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 53,800.00</b>

##### **Sub-Task 3.2.2: Hydrology & Hydraulics TDN**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	4	\$ 560.00
Project Manager	\$ 125.00	60	\$ 7,500.00
Sr Project Engineer / Hydrologist	\$ 110.00	120	\$ 13,200.00
Designer	\$ 78.00	24	\$ 1,872.00
CADD Tech	\$ 68.00	40	\$ 2,720.00
Clerical / Administration	\$ 50.00	12	\$ 600.00
<b>Sub-Total</b>			<b>\$ 26,452.00</b>

Task 3.2 Sub-Total \$ 95,180.00

**TASK 3.4 - Alternatives Analysis & Remediation Recommendations****Sub-Task 3.4.1: Prioritization of Existing Constraints**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	4	\$ 560.00
Project Manager	\$ 125.00	16	\$ 2,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	40	\$ 4,400.00
Designer	\$ 78.00	16	\$ 1,248.00
CADD Tech	\$ 68.00	24	\$ 1,632.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 9,840.00</b>

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	36	\$ 4,500.00
Sr Project Engineer / Hydrologist	\$ 110.00	60	\$ 6,600.00
Designer	\$ 78.00	24	\$ 1,872.00
CADD Tech	\$ 68.00	40	\$ 2,720.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 15,692.00</b>

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	16	\$ 2,240.00
Project Manager	\$ 125.00	120	\$ 15,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	80	\$ 8,800.00
Designer	\$ 78.00	24	\$ 1,872.00
CADD Tech	\$ 68.00	60	\$ 4,080.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 31,992.00</b>

**Sub-Task 3.4.6 & 3.4.7: Alternative Recommendations & Implementation Plan**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	4	\$ 560.00
Project Manager	\$ 125.00	40	\$ 5,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	24	\$ 2,640.00
Designer	\$ 78.00	24	\$ 1,872.00
CADD Tech	\$ 68.00	80	\$ 5,440.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 15,512.00</b>

**Sub-Task 3.4.8: Alternatives Selection Report**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	4	\$ 560.00
Project Manager	\$ 125.00	24	\$ 3,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	60	\$ 6,600.00
Designer	\$ 78.00	36	\$ 2,808.00
CADD Tech	\$ 68.00	40	\$ 2,720.00
Clerical / Administration	\$ 50.00	24	\$ 1,200.00
<b>Sub-Total</b>			<b>\$ 16,888.00</b>

Task 3.4 Sub-Total \$ 89,924.00

**TASK 3.5 - Public Involvement****Sub-Tasks 3.5.1 - 3.5.4: Stakeholder & Work Group Meetings**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	48	\$ 6,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	40	\$ 4,400.00
Designer	\$ 78.00	12	\$ 936.00
CADD Tech	\$ 68.00	12	\$ 816.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 12,152.00</b>

**Sub-Tasks 3.5.5 & 3.5.6: Public Meetings**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	36	\$ 4,500.00
Sr Project Engineer / Hydrologist	\$ 110.00	36	\$ 3,960.00
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	24	\$ 1,632.00
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 10,092.00</b>

**Sub-Task 3.5.7: Project Website Support**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	8	\$ 1,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	0	\$ -
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	0	\$ -
Clerical / Administration	\$ 50.00	0	\$ -
Sub-Total			\$ 1,000.00

**Sub-Task 3.5.8: GQT M&C Plan Adoption**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	16	\$ 2,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	0	\$ -
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	0	\$ -
Clerical / Administration	\$ 50.00	0	\$ -
Sub-Total			\$ 2,000.00

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	4	\$ 500.00
Sr Project Engineer / Hydrologist	\$ 110.00	4	\$ 440.00
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	0	\$ -
Clerical / Administration	\$ 50.00	0	\$ -
Sub-Total			\$ 940.00

Task 3.5 Sub-Total \$ 26,184.00

**TASK 3.6 - Project Administration****Sub-Tasks 3.6.1 & 3.6.2: Project Team Meetings**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	100	\$ 12,500.00
Sr Project Engineer / Hydrologist	\$ 110.00	40	\$ 4,400.00
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	0	\$ -
Clerical / Administration	\$ 50.00	0	\$ -
Sub-Total			\$ 16,900.00

**Sub-Tasks 3.6.3 & 3.6.4 Site Visits**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	16	\$ 2,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	16	\$ 1,760.00
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	0	\$ -
Clerical / Administration	\$ 50.00	0	\$ -
Sub-Total			\$ 3,760.00

Task 3.6 Sub-Total \$ 20,660.00

**TASK 3.7 - Schedule & Project Management**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	96	\$ 12,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	0	\$ -
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	0	\$ -
Clerical / Administration	\$ 50.00	0	\$ -
Sub-Total			\$ 12,000.00

**TASK 3.10 - Additional Services - e.g Geotech, Structural, Community Relations, Landscape Arch., etc.****Sub-Task 3.10.1: Field Survey & ROE Coord. & QC**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	16	\$ 2,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	24	\$ 2,640.00
Designer	\$ 78.00	16	\$ 1,248.00
CADD Tech	\$ 68.00	24	\$ 1,632.00
Clerical / Administration	\$ 50.00	0	\$ -
Sub-Total			\$ 7,520.00



**Sub-Task 3.10.2: Miscellaneous Services Coordination & QC**

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	40	\$ 5,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	0	\$ -
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	0	\$ -
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 5,000.00</b>

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	40	\$ 5,000.00
Sr Project Engineer / Hydrologist	\$ 110.00	0	\$ -
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	0	\$ -
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 5,000.00</b>

Personnel	Rate*	Hours	Fee
Project Principal	\$ 140.00	0	\$ -
Project Manager	\$ 125.00	20	\$ 2,500.00
Sr Project Engineer / Hydrologist	\$ 110.00	0	\$ -
Designer	\$ 78.00	0	\$ -
CADD Tech	\$ 68.00	0	\$ -
Clerical / Administration	\$ 50.00	0	\$ -
<b>Sub-Total</b>			<b>\$ 2,500.00</b>

<b>Task 3.10 Sub-Total</b>			<b>\$ 20,020.00</b>
<b>TOTAL CMG LABOR</b>			<b>\$ 326,608.00</b>

\* Fully Burdened Rate includes overhead at (127)% of labor and profit at (10)% of labor and overhead.

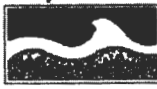
**II. ESTIMATE OF DIRECT EXPENSES**

Existing Conditions Report	\$ 1,400.00
H&H Technical Data Notebook	\$ 700.00
Alternative Selection Report	\$ 1,400.00
Implementation Plan	\$ 350.00
Executive Summary Document	\$ 350.00
General large format scanning & plotting	\$ 750.00
General in-house photocopying	\$ 1,200.00
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 6,150.00</b>

**III. OTHER SUBCONSULTANT SERVICES**

JE Fuller Hydrology & Geomorphology	\$ 325,180.00
Ashby Surveying & Drafting, Inc.	\$ 52,266.00
Kaneen Advertising & Public Relations, Inc.	\$ 124,195.00
Wheat Design Group	\$ 18,834.46
<b>TOTAL OTHER SUBCONSULTANT SERVICES</b>	<b>\$ 520,475.46</b>

<b>TOTAL NOT-TO-EXCEED PROJECT COST</b>	<b>\$ 853,233.46</b>
---	----------------------



# CMG DRAINAGE ENGINEERING, INC.

3555 N. MOUNTAIN AVE. • P.O. BOX 64880 (MAIL) • TUCSON, AZ 85728 • PHONE: (520) 882-4244 • FAX: (520) 888-1421

## CMG DRAINAGE ENGINEERING, INC.

September 1, 2016

Hourly Billing Rates

For

Alamo Wash Basin Management Plan Project  
Professional Engineering Services

Item No.	Personnel Classification	A	B	C	D
		Direct Labor Rate	Overhead (127%)	Profit (10%)	Billing Rate
1	Project Principal	\$56.05	\$71.22	\$12.73	\$140.00
2	Project Manager	\$50.06	\$63.58	\$11.36	\$125.00
3	Sr. Project Engineer / Hydrologist	\$44.05	\$55.95	\$10.00	\$110.00
4	Project Engineer / Hydrologist	\$36.06	\$45.76	\$8.18	\$90.00
5	Designer	\$31.24	\$39.67	\$7.09	\$78.00
6	CADD Technician	\$27.23	\$34.58	\$6.18	\$68.00
7	Clerical / Administration	\$20.02	\$25.44	\$4.55	\$50.00

- (A) Direct Labor Rate
- (B) Overhead @127% x (A)
- (C) Profit @ 10% x (A+B)
- (D) Billing Rate (A+B+C)

### Direct Costs

Document/Plan Reproduction –	Rate
Outside Vendor Printing & Reproduction Services	At Cost
In-House Large Format Plotting (Black & White)	\$0.17/Sq. Ft.
In-House Printing & Copies 8½" X 11"	\$0.15/Sheet
In-House Printing & Copies 11" X 17"	\$0.30/Sheet

Search Time:  
9/16/2016 8:52:42 AM

File Number:  
05152946

Corporation Name:  
CMG DRAINAGE ENGINEERING, INC.

Corporate Status Inquiry

## This Corporation is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

[Print Certificate \(/GoodStanding/PrintInstructions?corpId=%2005152946\)](/GoodStanding/PrintInstructions?corpId=%2005152946)

[Reprint Certificate \(/GoodStanding/Reprint?corpId=%2005152946\)](/GoodStanding/Reprint?corpId=%2005152946)

[Return to Corporate Details \(/Details/Corp?corpId=%2005152946\)](/Details/Corp?corpId=%2005152946)

---

Privacy Policy (<http://www.azcc.gov/Divisions/Administration/Privacy.asp>) ! Contact Us  
(<http://www.azcc.gov/divisions/corporations/contact-us.asp>)