

COB - BOSAIR FORM

09/12/2025 2:55 PM (MST)

Submitted by Karrie.Hixon@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO FC PO2500028827

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 10/14/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Solis Engineering Co., LLC (Headquarters: Tucson, AZ)

Project Title / Description: Construction Administration Services for FC - Santa Cruz Cortaro Narrows Training Structures Project

Purpose: Award: Contract No. PO2500028827. This award of contract is to provide Construction Administration Services for the Flood Control Santa Cruz Cortaro Narrows Training Structures Project in a not-to-exceed amount of \$618,092.20 for a contract term from 10/14/25 to 03/31/29.

Administering Department: Regional Flood Control District

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to the Emergency and other Limited Competition authority of A.R.S. § 34-606 and Pima County Procurement Code 11.12.060, per the attached approval of the County Administrator, dated September 8, 2025, award of PO2500028827 is recommended to the above-named Consultant which has accepted the terms of the County's standard Consultant Services contract and with which the County has negotiated a satisfactory agreement.

Attachments: Department Memorandum and Contract.

Program Goals/Predicted Outcomes: This contract is for Construction Administration during CMAR construction of the Santa Cruz Cortaro Narrows Training Structures project phase 2, phase 3 and landscape establishment. These phases will install the five remaining river grade controls, channel grading, and environmental restoration.

Public Benefit and Impact: Solis Engineering ensures project delivery by CMAR meets project specifications and ensures contractor quantities match the field conditions. The overall project

TO: COB, 9/19/25 (1)
VERSION: 0
PAGES: 49

SEP17'25AM1008PO

restores flood capacity, protects existing infrastructure, and riparian habitat restoration.

Budget Pillar • Critical infrastructure & economic growth

Support of Prosperity Initiative: N/A

Provide information that explains how this activity supports the selected Prosperity Initiative N/A

Metrics Available to Measure Performance: The performance will be measured using the consultant evaluation process as outlined in BOS Policy D29.1 (E).

Retroactive: NO

Contract / Award Information Record

Number: PO FC PO2500028827

Document Type: PO

Department Code: FC

Contract Number: PO2500028827

Commencement Date: 10/14/2025

Termination Date: 03/31/2029

Total Expense Amount:

\$618,092.20

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: REGIONAL FLOOD CONTROL DISTRICT CAPITAL PROJECT FUND

Funding from General Fund? NO

Contract is fully or partially funded with Federal Funds? NO

Were insurance or indemnity clauses modified? NO

Vendor is using a Social Security Number? NO

Department: Procurement - Karrie Hixon

Name:

Karrie Hixon *KCH*

Telephone: 520-724-3542

Division Manager/Procurement Officer Signature: Scott Loomis Digitally signed by Scott Loomis
Date: 2025.09.12 15:17:33 -07'00' Date: _____

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins
Date: 2025.09.12 15:46:25 -07'00' Date: _____

Department Director Signature: *[Signature]* Date: 9/16/2025

Deputy County Administrator Signature: *[Signature]* Date: 9/16/2025

County Administrator Signature: *[Signature]* Date: 9/16/25

DATE: August 29, 2025

TO: Jan Leshner
County Administrator

FROM: Eric Shepp, P.E.
Director



SUBJECT: Santa Cruz Cortaro Narrows Training Structures Construction Administration – Competition Impracticable Selection – Solis Engineering

BACKGROUND

This memorandum requests approval to implement emergency procurement procedures under Arizona Revised Statute 34-606. In this case, normal purchasing procedures are impracticable because Solis Engineering (Solis) designed an adjacent flood control project (Wildlife Ramp).

To take advantage of economies of scale and financially benefit the County, the Regional Flood Control District (District) added the Wildlife Ramp as a phase/GMP within the CMAR contract. As Solis designed the Wildlife Ramp and is able to provide Construction Administration (CA) Services, Solis was hired for both projects GMP1 and GMP2 under the District's Flood Control Engineering QCL. The scope of services under the QCL covered CA for GMP1 (Wildlife Ramp) and GMP2 (Project Phase 1).

CONSTRUCTION ADMINISTRATION SERVICES AND CHALLENGES ENCOUNTERED

The District has a CMAR contract with Borderland Construction to complete construction of the Santa Cruz Cortaro Narrows Training Structures project over a four-year period. We are about to begin year two with Psomas as the design engineer.

As Phase 2 is about to begin, the District would like to hire Solis to continue to provide CA services for the remainder of the CMAR. The remainder will encompass three more years of construction as schedules are limited within the active channel during monsoon season. This project is attempting restoration of the Santa Cruz River utilizing unique, innovative methodologies. Scope of services for years three and four is being developed and details refined. Solis provides services aimed at ensuring delivery of a quality project that meets the project specifications and ensures contractor quantities match field conditions. The contract will exceed the statutory limits of both the QCL and Direct Select processes.

I am requesting your approval to enter into a new contract with Solis Engineering for CA services for the remaining construction phases of the project with a not to exceed amount of \$618,092.20.

ES/tj

Attachments: Solis Engineering Scope and Fee

c: Carmine DeBonis, Jr., Deputy County Administrator for Public Works
Bruce D. Collins, Director – Procurement Department
Brian Jones, Deputy Director – Regional Flood Control District

Jan Leshar, County Administrator

**Santa Cruz Cortaro Narrows Training Structures Construction Administration – Competition
Impracticable Selection – Solis Engineering**

August 29, 2025

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APPROVED AS TO FORM

Bruce D Collins

Bruce D. Collins, Procurement Director

September 5, 2025

Date

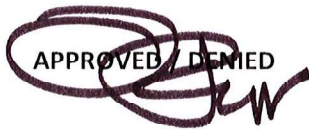
CONCUR



Carmine DeBonis, Jr., Deputy County Administrator for Public Works

9/8/2025

Date

APPROVED / DENIED


Jan Leshar, County Administrator

9/8/2025

Date

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PROJECT: Construction Administration Services for FC - Santa Cruz Cortaro Narrows Training Structures Project

CONSULTANT: Solis Engineering Co., LLC
5325 S. Civano Blvd.
Tucson, AZ 85747

CONTRACT NO.: PO2500028827

AMOUNT: \$618,092.20

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 Solis Engineering Co., LLC, 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 Construction Administration Services for the Santa Cruz Cortaro Narrows Training Structures Project ("Project").
- 1.3. Authority. District requires, consistent with the provisions of A.R.S § Title 34, the services of a Consultant to provide construction administration services for Project. It was determined under the emergency procurement provisions of A.R.S. § 34-606 and Pima County Procurement Code 11.12.060 that a competitive procurement would be contrary to the County's interests.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Directors, commences on October 14, 2025, and terminates on March 31, 2029 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 (6 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 \$618,092.20.
- 4.2. Fee Proposal. Consultant's fees will be as stated in Exhibit B – Consultant Fee Proposal (17 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 caused, or alleged to be caused, in whole or in part, by any act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The 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:

DISTRICT:
Eric Shepp, P.E., Director
Regional Flood Control District
201 N. Stone Ave., 9th Floor
Tucson, AZ 85701
Tel: (520) 724-4600

CONSULTANT:
Rick P. Solis, P.E., PTOE, Manager
Solis Engineering Co, LLC
5325 S. Civano Blvd.
Tucson, AZ 85747
Tel: (520) 207-0742

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

Ricardo P. Solis / Owner-Manager

Name and Title (Please Print)

9/13/2025

Date

ATTEST:

Clerk of the Board

Date

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



August 28, 2025

Janice Hughes, PE, CFM
 Engineer III, Engineering Division
 Pima County Regional Flood Control District
 Engineering Division
 201 N Stone Ave, 7th Floor
 Tucson AZ 85701
 520-724-4635
Janice.Hughes@pima.gov

SOLIS ENGINEERING CO., LLC

239 N. CHURCH AVE.

TUCSON AZ, 85701

MAIL: 5325 S. CIVANO BLVD,
TUCSON AZ, 85747

WORK: (520) 207-0742

CELL: (520) 247-7691

RICK.SOLIS@SOLISENGCO.COM

RE: Limited Construction Monitoring, Inspection, and Quality Assurance (QA) Testing Services Proposal for - Santa Cruz River Cortaro Narrows Training Structures Phases 2 & 3

Dear Ms. Hughes,

Solis Engineering Co., LLC ("Consultant") is pleased to submit this proposal to the Pima County Regional Flood Control District ("County") to provide Limited Construction Monitoring, Inspection, Special Inspection, and Quality Assurance (QA) Services for the Santa Cruz River Cortaro Narrows Training Structures Phases 2 and 3.

The initial **Phase 2** project schedule provided by the Contractor (dated August 8, 2025) spans over **9.3 Months ±** (not including weekends and holidays), which is approximately 37 weeks. Within that duration, only between **17 – 23 weeks** are anticipated to be full workdays when full production and major milestones are reached. Therefore, this proposal only includes inspection services for only the indicated base working days / base work weeks, as shown in the attached Scope of Work. **Phase 3** services were estimated at **22 weeks**. This value is based on the project team's experience with Phase 1 and considering new elements such as eddie basins, plant placement, and sheet piling.

The Consultant will complete and coordinate the tasks included in the Scope of Work on a Time (hourly billing) and Materials (T&M) cost basis according to the rates included in this proposal package. To expedite invoices and reduce paper waste, the Consultant submits invoices electronically via email in PDF format. We assume that invoices will be sent to the County project manager.

Should you have any questions regarding this T&M, not-to-exceed proposal, please contact me at the enclosed phone number or email.

Sincerely,

SOLIS ENGINEERING CO.

A handwritten signature in black ink, appearing to read "Rick P. Solis".

Rick P. Solis, PE, PTOE, Manager

Cover Letter

PROJECT: SANTA CRUZ RIVER CORTARO NARROWS TRAINING STRUCTURES PHASES 2 & 3

SCOPE OF WORK

Limited Construction Monitoring, Inspection, and Quality Assurance (QA) Testing Services
8/28/2025

Solis Engineering Co. (Consultant) is pleased to submit this scope of work (SOW) to the Pima County Regional Flood Control District (District) in connection with the above referenced project. This document shall be used to plan, conduct, and complete the Consultant's work on the project.

District has requested assistance for construction monitoring, inspection, special inspection, and quality assurance (QA) testing services for the above referenced project.

Assumptions and Time Calculations for Phases 2 & 3:

	WORKING DAYS			
	Solis Eng. Co.	ConformaTECH	Wilder	ALTA Survey
Phase 2 – Base Milestone Workdays / Weeks				
a) Phase 02A - Mobilization + Clearing + East Bank Excavation	15	1	0	0
b) Phase 02B - Soil Cement Work (West Half of Structures: GC3, GC4, and GC5) (Exposed Toe / Finished Top)	25	50	0	3
c) Phase 02C - Soil Cement Work (East Half of Structures: GC3, GC4, and GC5) (Exposed Toe / Finished Top)	25	50	0	3
d) Concrete Wiers/Rebar at GC1, GC2, GC3, GC4, and GC5	7	16	0	2
e) Plant Sourcing	1	0	7	0
f) Cable Railing + Punch List	10	0	0	0
g) Final Acceptance	3	0	0	0
PHASE 2 - BASE WORKING DAYS	86	117	7	8
PHASE 2 - BASE WORK WEEKS	17	23	1	1

	WORKING DAYS			
	Solis Eng. Co.	ConformaTECH	Wilder	ALTA Survey
Phase 3 – Base Milestone Workdays / Weeks				
h) Phase 03A - Mobilization + Clearing + Bank Excavation	15	1	1	0
i) Phase 03B - Soil Cement Work (Half of Structures: GC6 and GC7) (Exposed Toe / Finished Top)	25	50	0	2
j) Phase 03C - Soil Cement Work (Remaining Half of Structures: GC6 and GC7) (Exposed Toe / Finished Top)	25	50	0	2
k) Concrete Wiers/Rebar at GC6 and GC7 / Final Spot Check Grades	7	16	0	4
l) Sheet Piling (No QA Testing) / As-Built Survey Location	5	10	0	2
m) Miscellaneous Spot Survey along Santa Cruz River	1	0	0	2
n) 15 Eddie Basins	5	0	5	0
o) 7 Scour / Aprons / Plantings	5	0	4	0
p) Planting Placement & Process	0	0	4	0
q) 210 Vertical Trunks	2	0	3	0
r) Seeding	0	0	2	0
s) Cable Railing + Punch List	10	0	5	0
t) Final Acceptance	3	0	0	0
u) Landscape Establishment	6	0	12	0
PHASE 3 - BASE WORKING DAYS	109	127	36	12
PHASE 3 - BASE WORK WEEKS	22	25	7	2

Work Tasks and Responsibility Matrix:

The project work tasks and responsibility matrix below represents the anticipated work the Consultant team will perform during the project duration. The attached Fee Derivation is based on these tasks and the work durations listed above (both Phases 2 and 3).

	Solis Eng.	ConformaTECH	Contractor **	ALTA Survey	Wilder	District *
WORK TASKS & RESPONSIBILITY MATRIX - CONSTRUCTION PHASE SERVICES						
TASK 1 Project Correspondence						
1.1. The Consultant will review and document all correspondence received from the Contractor.	X					
1.2. The Consultant will prepare and distribute responses to Contractor. The District will be copied on all correspondence.	X					
TASK 2 Observation & Field Reports						
2.1 During field visits, the Consultant will observe and document the work performed by the Contractor and subcontractors for compliance with the contract specifications and plans.		X			X	

WORK TASKS & RESPONSIBILITY MATRIX - CONSTRUCTION PHASE SERVICES		Solis Eng.	ConformaTECH	Contractor **	ALTA Survey	Wilder	District *
2.2	The Consultant will prepare Daily Field Reports for days visited to the site. The daily report will document construction activities, bid items performed, manpower utilization, utility work, equipment resources, and material tests sampled / performed. Consultant will coordinate with inspector for any special insight on the project. Weekly reports will also be prepared. <u>Daily field reports will not be filled out for days when site visits were not performed.</u>		X				
TASK 3 As-Built Record Drawings							
3.1	The Consultant will coordinate with Contractor for the preparation for as-built mark-ups. The Consultant will incorporate mark-ups into as-built drawings.	X		X			
TASK 4 Maintaining Project Files							
4.1	The Consultant will maintain all project correspondence and documentation in a neat and orderly fashion. Project files and records will be kept current and accessible to the District at all times. The Consultant will keep a filing system that manages all project documents. The system will include the following folders: <ul style="list-style-type: none"> • RFIs and Log with responsible individual • Submittal Log • Schedules • Pay Applications • Change Order Log • Plan Revision Log • Change Control Log • Daily Field Reports / Special Inspections 	X					
TASK 5 Schedule Management							
5.1	The District will review the Contractor provided project schedule for reasonableness and logic of sequence.						X
5.2	The District will request Schedule updates from the Contractor and determine if any schedule impacts such weather have occurred.						X
TASK 6 Weekly Project Meetings							
6.1	Weekly Meetings - The Consultant and District will attend weekly progress meetings conducted by the Contractor.	X	X	X		X	X
6.2	2 Week Schedule - The Contractor will be required to provide a 2-Week Schedule and inform all meeting participants of their planned activities and their resources and efforts that will be dedicated to the project. The two-week schedule will be updated by the Contractor on a weekly basis and will be used to confirm short-term activities, status of submittals, coordination of utility activities if required, and for the scheduling of material testing services.			X			
6.3	Meeting Minutes / Action Items – Minutes-Actions will be developed and distributed by the Contractor to all parties on an on-going basis.			X			
6.4	Pre-Construction Meetings - The Consultant will attend meetings as needed during the pre-construction phase.	X		X		X	X
TASK 7 Payment Recommendations							
7.1	At the end of each pay period the Consultant will refer to recorded quantities to review and reconcile the Contractor's Progress Payment request. The Monthly Progress Payment along	X					X

WORK TASKS & RESPONSIBILITY MATRIX - CONSTRUCTION PHASE SERVICES	Solis Eng.	ConformaTECH	Contractor **	ALTA Survey	Wilder	District *
with copies of all supporting documentation will be provided to the District for further payment processing.						
TASK 8 Clarifications - Requests for Information (RFI)						
8.1 The Consultant will coordinate responses to all Requests for information (RFIs) received from the Contractor. RFIs will be assigned to a responsible individual and logged. Consultant will track RFIs through completion.	X					
TASK 9 Plant Sourcing & Collection						
9.1 The Consultant will work with Night Hawk Natives Nursery to source and collect cuttings for grow out for Phase 3 plantings.					X	
TASK 10 Change Orders						
10.1 The Consultant will maintain a change order log (if needed).	X					
TASK 11 Extra Work						
11.1 This task includes design plans review or other work such as the Consultant, in coordination with District, identifying a cost-efficient mitigation measure to a material shortage or other deficiency that is delaying the project progress.	X					X
TASK 12 Claims Management						
12.1 All claims management will be the responsibility of the district.						X
TASK 13 Inspection & Testing						
13.1 Inspection and / or Testing will be performed by Sub-Consultant.		X			X	
13.2 The Consultant will review the inspection, testing, and sampling frequencies in conformance with the contract specifications or plans.	X	X				
13.3 The Consultant will review all test results for conformance with the specifications. The District will be notified if test results do not meet specification.	X	X				
13.4 The Consultant will file all inspections and test results in a timely manner.	X					
TASK 14 Material Submittals						
14.1 Contractor will submit Certificates of Compliance/Conformance as required for project material specifications.			X			
14.2 Consultant will coordinate with the designer for approval of material submittals.	X					
TASK 15 Utilities						
15.1 The Contractor is responsible for all coordination with utilities.			X			
TASK 16 Traffic Control						
16.1 Review/Approve Traffic Control – ADOT will issue approval of all traffic control plans along the I-10 Frontage Road.	X		X			X
16.2 Review Daily Traffic Control – The Contractor is responsible for all daily traffic control review.			X			
TASK 17 Public Outreach / Public Information						
17.1 Public outreach and information is the responsibility of the District. The consultant team will attend public meetings as requested by the District.	X		X		X	X
TASK 18 Quality Assurance Location Survey						
18.1 At the request of District, the Consultant will provide quality assurance surveying services for the grade control structures (GCS Subgrade Bottom, GCS Finished Top / Concrete Weirs / Sheet Piling / Spot Survey of Santa Cruz River)	X			X		

WORK TASKS & RESPONSIBILITY MATRIX - CONSTRUCTION PHASE SERVICES	Solis Eng.	ConformaTECH	Contractor **	ALTA Survey	Wilder	District *
TASK 19 Substantial Completion / Punch List						
19.1 When the Contractor reaches substantial completion, the Consultant will schedule a final inspection with the District and utilities (if applicable) and consider the following objectives: <ul style="list-style-type: none"> Review the completed project work for compliance with the plans, specifications, and the requirements of the district, local government, or other important project stakeholders Determine if the intended user can safely use the completed work Develop a punch list of items that need to be completed before Final Acceptance 	X				X	X
19.2 Upon completion of the final inspection and development of the punch list, the Consultant, in coordination with District, will prepare a letter to the Contractor disclosing the results of the final inspection.	X				X	X
TASK 20 Final Acceptance						
20.1 District will perform follow-up inspections of punch list items; Consultant will assist as needed.	X					X
20.2 Upon verification of punch list completion, District will issue a Recommendation for Final Acceptance. Consultant will assist as needed.	X					X
TASK 21 Project Closeout						
21.1 The Consultant will provide the District with all project submittals and documentation received and documented during construction including all daily reports, testing documents, minutes, records, plan revisions, shop drawings, submittals, manufacturer's literature, and photographs.	X					
21.2 Upon final completion, the District is responsible to close out the project.						X

END EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B – CONSULTANT FEE PROPOSAL (17 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 District 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 District provides office space or job site trailers for the consultant

d. District 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 District 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 District 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 District 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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Fee Derivation
SANTA CRUZ RIVER CORTARO NARROWS TRAINING STRUCTURES PHASES 2 & 3
Limited Construction Monitoring, Inspection, and Quality Assurance (QA) Testing Services
Solis Engineering Co., LLC (DBE / SBE)
August 28, 2025

Direct Labor

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Totals</u>
Principal	1,095	\$225.48	\$246,900.60
Senior A/E	0	\$220.16	\$0.00
Project Manager	669	\$197.39	\$132,053.91
A/E	0	\$174.61	\$0.00
Designer	0	\$147.28	\$0.00
CADD	0	\$129.06	\$0.00
Clerical/Admin	13	\$91.10	\$1,184.30
Direct Labor	1,777		\$380,138.81

Estimated Direct Expenses

<u>Type</u>	<u>Amount</u>	<u>Unit Costs</u>	<u>Cost</u>
Reproductions (Assumed 1.0% of Labor)	3,801.39	\$1.00	\$3,801.39
Total Direct Expenses			\$3,801.39

<u>Subconsultant</u>	<u>Service</u>	<u>Cost</u>
ConformaTech	Inspection & Testing for Soil Cement + Weirs + Sheet Piling	\$174,764.00
ALTA Arizona	QA Survey	\$16,512.00
Wilder Landscape Architects	Construction Observation / Plant Sourcing and Obtainment	\$42,876.00
Total of Subconsultants		\$234,152.00

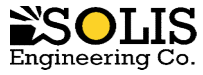
TOTAL ESTIMATED FEE

\$618,092.20

SANTA CRUZ RIVER CORTARO NARROWS TRAINING STRUCTURES PHASES 2 & 3

Derivation of Hours

Task No.	Description	Work Weeks	Hrs / Week	Est. Hrs	Task Budget	Task Hours	Principal	Senior A/E	Project Manager	A/E	Designer	CADD	Clerical/A dmin
	WORK TASKS - Limited Construction Monitoring and Inspection Services			1777	\$ 380,138.81	1777	1095	0	669	0	0	0	13
1.1	Invoicing, budget review, subconsultant invoice review.	39	2	78	15,166.34	78	41		24				13
TASK 1	Project Correspondence (Office Work)	39	2	78	16,941.37	78	55		23				
TASK 3	As-Built Record Drawings (Office Work)	23	3	69	14,912.05	69	46		23				
TASK 4	Maintaining Project Files (Office Work)	39	7	273	58,718.95	273	172		101				
TASK 6	Weekly Project Meetings (Office & Field)	69	7	483	103,738.28	483	299		184				
TASK 7	Payment Recommendations (Office Work)	23	2	46	9,726.01	46	23		23				
TASK 8	Clarifications - Requests for Information (RFI) (Office Work)	7	2	14	2,960.09	14	7		7				
TASK 11	Extra Work (Office Work)	39	7	273	58,690.86	273	171		102				
TASK 13	Inspection & Testing (Office Work)	25	2	50	10,571.75	50	25		25				
TASK 14	Material Submittals (Office Work)	5	3	15	3,185.57	15	8		7				
TASK 16	Traffic Control (Office Work)	1	2	2	422.87	2	1		1				
TASK 17	Public Outreach / Public Information	1	2	2	422.87	2	1		1				
TASK 18	Quality Assurance Location Survey (Field Work)	28	12	336	72,221.94	336	210		126				
TASK 19	Substantial Completion / Punch List (Combination)	2	15	30	6,483.50	30	20		10				
TASK 20	Final Acceptance (Office Work)	2	7	14	2,988.18	14	8		6				
TASK 21	Project Closeout (Office Work)	2	7	14	2,988.18	14	8		6				
	TOTALS - Estimated Fee & Labor				\$ 380,138.81	1,777	1,095	0	669	0	0	0	13



2025 RATE SCHEDULE

PROJECT:	<u>Micellaneous</u>	DATE	<u>June 1, 2025</u>
PREPARED BY:	<u>Ricardo Solis</u>	CONTRACT NUMBER	<u>None</u>
EFFECTIVE DATE	<u>June 1, 2025</u>	PRIME CONSULTANT	<u>Solis Engineering Co.</u>
CONTRACT TIME	<u>Year 2025</u>	CONTRACT TYPE	<u>As-Needed</u>

			A	B	C	D
Item No.	Firm	Discipline	Direct Labor Rate	Overhead (192.43%)	Profit (8.00%)	Billing Rate
1	Solis Engineering Co.	Principal	\$71.39	\$137.38	\$16.70	\$225.48
2	Solis Engineering Co.	Senior A/E	\$69.71	\$134.14	\$16.31	\$220.16
3	Solis Engineering Co.	Project Manager	\$62.50	\$120.27	\$14.62	\$197.39
4	Solis Engineering Co.	A/E	\$55.29	\$106.39	\$12.93	\$174.61
5	Solis Engineering Co.	Designer	\$46.63	\$89.74	\$10.91	\$147.28
6	Solis Engineering Co.	CADD	\$40.87	\$78.64	\$9.56	\$129.06
7	Solis Engineering Co.	Clerical/Admin	\$28.85	\$55.51	\$6.75	\$91.10

FORMULAS

(A) Direct Labor Rate

(B) Overhead @ 192.43%

(C) Profit @ 8.00%

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

SCHEDULE OF FEES

**PIMA COUNTY FLOOD CONTROL
SANTA CRUZ RIVER CORTARO NARROWS TRAINING STRUCTURES 3 THRU 7
PHASES 2 AND 3 (GMP 3 AND 4)
PIMA COUNTY, ARIZONA**

QUALITY ASSURANCE MATERIALS TESTING AND INSPECTION

Project Notes: Quantities based on Scope of Work durations given by Solis Engineering and a verbal discussion with Rick Solis.

PHASE 2 (GMP 3 - STRUCTURES GC3, GC4 AND GC5)

Miscellaneous Earthwork:

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Units</u>	<u>Extension</u>
Soils Technician	40.0	\$62.00	Per Hour	\$2,480.00
Moisture-Density Relationship (Proctor)	3.0	\$130.00	Each	\$390.00
Sieve Analysis	3.0	\$120.00	Each	\$360.00
Plasticity Index	3.0	\$60.00	Each	\$180.00
Trip Charge (Mileage/Vehicle Fee Only)	10.0	\$0.00	Each	\$0.00
Subtotal				\$3,410.00

Earthwork for Soil Cement:

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Units</u>	<u>Extension</u>
Soil Cement Technician	200.0	\$62.00	Per Hour	\$12,400.00
Moisture-Density Relationship (Proctor)	4.0	\$130.00	Each	\$520.00
Sieve Analysis	23.0	\$120.00	Each	\$2,760.00
Plasticity Index	23.0	\$60.00	Each	\$1,380.00
Compressive Strength of Soil Cement (4 Sets of 4 Strength Specimens Each Shift)	354.0	\$40.00	Each	\$14,160.00
Unit Weight of Soil Cement Compressive Strength Specimen	354.0	\$60.00	Each	\$21,240.00
Trip Charge (Mileage/Vehicle Fee Only)	22.0	\$0.00	Each	\$0.00
Subtotal				\$52,460.00

Cast-in-Place Concrete:

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Units</u>	<u>Extension</u>
Concrete Technician	24.0	\$62.00	Per Hour	\$1,488.00
Compressive Strength Concrete, Grout, Mortar	15.0	\$16.00	Each	\$240.00
Trip Charge (Mileage/Vehicle Fee Only)	6.0	\$0.00	Each	\$0.00
Subtotal				\$1,728.00

Professional Services (Field Observations, Site Meetings, etc.):

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Units</u>	<u>Extension</u>
Special / Senior Inspector	500.0	\$78.00	Per Hour	\$39,000.00
Field Observation/Documentation				
Project Manager	27.0	\$78.00	Per Hour	\$2,106.00
Professional Engineer (Geotechnical)	32.0	\$95.00	Per Hour	\$3,040.00
Administrative/Clerical	34.0	\$57.00	Per Hour	\$1,938.00
Trip Charge (Mileage/Vehicle Fee Only)	124.0	\$0.00	Each	\$0.00
Subtotal				\$46,084.00

SubTotal Estimated Fees (GMP 3 - GC3,GC4 & GC5): \$103,682.00

PHASE 3 (GMP 4 - STRUCTURES GC6 AND GC7)

Miscellaneous Earthwork:

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Units</u>	<u>Extension</u>
Soils Technician	25.0	\$62.00	Per Hour	\$1,550.00
Moisture-Density Relationship (Proctor)	2.0	\$130.00	Each	\$260.00
Sieve Analysis	2.0	\$120.00	Each	\$240.00
Plasticity Index	2.0	\$60.00	Each	\$120.00
Trip Charge (Mileage/Vehicle Fee Only)	6.0	\$0.00	Each	\$0.00
			Subtotal	\$2,170.00

Earthwork for Soil Cement:

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Units</u>	<u>Extension</u>
Soil Cement Technician	140.0	\$62.00	Per Hour	\$8,680.00
Moisture-Density Relationship (Proctor)	3.0	\$130.00	Each	\$390.00
Sieve Analysis	16.0	\$120.00	Each	\$1,920.00
Plasticity Index	16.0	\$60.00	Each	\$960.00
Compressive Strength of Soil Cement (4 Sets of 4 Strength Specimens Each Shift)	245.0	\$40.00	Each	\$9,800.00
Unit Weight of Soil Cement Compressive Strength Specimen	245.0	\$60.00	Each	\$14,700.00
Trip Charge (Mileage/Vehicle Fee Only)	15.0	\$0.00	Each	\$0.00
			Subtotal	\$36,450.00

Cast-in-Place Concrete:

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Units</u>	<u>Extension</u>
Concrete Technician	16.0	\$62.00	Per Hour	\$992.00
Compressive Strength Concrete, Grout, Mortar	10.0	\$16.00	Each	\$160.00
Trip Charge (Mileage/Vehicle Fee Only)	2.0	\$0.00	Each	\$0.00
			Subtotal	\$1,152.00

Professional Services (Field Observations, Site Meetings, etc.):

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Units</u>	<u>Extension</u>
Special / Senior Inspector	340.0	\$78.00	Per Hour	\$26,520.00
Field Observation/Documentation				
Project Manager	20.0	\$78.00	Per Hour	\$1,560.00
Professional Engineer (Geotechnical)	22.0	\$95.00	Per Hour	\$2,090.00
Administrative/Clerical	20.0	\$57.00	Per Hour	\$1,140.00
Trip Charge (Mileage/Vehicle Fee Only)	85.0	\$0.00	Each	\$0.00
Subtotal				\$31,310.00

SubTotal Estimated Fees (GMP 4 - GC6 & GC7): \$71,082.00

Estimated Grand Total Fees (GMP 3 & 4 - GC3 thru GC7): \$174,764.00

**An SBE Certified Company
A Tucson Only Based Company**

Note: Final contract amount to be determined by services rendered. CTEC does not guarantee the accuracy of probable costs for testing services. Overtime Rate (1.5) applied to labor over 8 hours per day, Saturday, Sunday & Holidays. Services rendered, but not apart of the above Schedule of Fees will be billed at our standard rate at time of request.

Prepared By: _____


Jon C. Hoffman
Proposal Manager

geotechnical

PROPOSAL for PROFESSIONAL SURVEYING SERVICES

survey

 Proposal No.: 251562-ST
 Date: August 28, 2025

environmental

 Client: Solis Engineering Co.
 239 N. Church Ave.
 Tucson, AZ 85701

 special
 inspections

 Project: **Santa Cruz River Cortaro Narrows – Phase 2 & 3**
Tucson, Arizona

 material
 testing

Attention: Rick Solis

Alta Survey, LLC dba Alta Arizona, appreciates the opportunity to provide you with this proposal to perform surveying services for Solis Engineering Co. The following survey services will be provided by Alta Arizona (hereinafter referred to as "Alta"): The following Professional Surveying Services will be provided by Alta upon acceptance of the attached Terms and Conditions:

DESCRIPTION OF SERVICES:

Alta understands that the above-referenced project consists of will provide elevation stakes for finished work for Grade Control Structures (GCS) 3, 4,5,6 and 7.

Phoenix

Tucson

Benson

- Collect elevations for the notch & soil cement area for GCS 3, 4,5,6 and 7. Collect elevations for concrete weirs for GCS 3, 4,5,6 and 7.
- Deliverable: points in .txt file with point descriptions.

Time & Material Costs for:

1. Field Crew, 2-man GPS or conventional: **\$172.00/hr.**
2. Office, AutoCAD, research: **\$100.00/hr.**
3. Registered Land Surveyor: **\$177.00/hr.**

NOT TO EXCEED Survey Fee:

2-man survey crew 96 x \$172 = \$16,512.00
 Total = **\$16,512.00**

Client shall provide Alta with electronic AutoCAD drawings from which to develop the Construction Documents. It is the Client responsibility to ensure that all electronic media provided to Alta is the most current version of construction drawings. Alta will not accept responsibility for out-of-date drawings provided to us that result in construction errors.

 7400 W Detroit St
 Suite 190
 Chandler, AZ 85226

An **authorization signature** is required to commence this project.

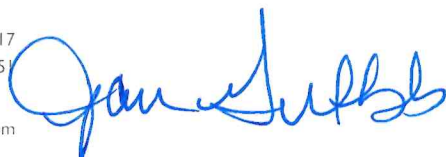
 2025 W Ruthrauff Rd
 Suite 125
 Tucson, AZ 85710

If this proposal meets with your approval, please indicate your acceptance by signing one copy of this proposal and returning it to us. We are pleased to have this opportunity and look forward to working with you on this project. If you have any questions, please contact me at 520 398-6651.

Best regards,
 Alta Arizona

 480.656.1517
 520.398.6651

altaarizona.com



Jan Gutbub
 Survey Estimator

geotechnical

RATE SCHEDULE for PROFESSIONAL SURVEYING SERVICES

survey

Firm Name: Alta Survey, LLC dba Alta Arizona

Contract Ref: Santa Cruz Cortaro Narrows Training Structures Construction Administration

environmental

special
inspections

material
testing

Item No.	Discipline	Billing Rate
1	Registered Land Surveyor	\$177.00
2	Survey Crew – 2 Person	\$172.00
3	CADD	\$100.00
4	Clerical/Admin	\$80.00

Phoenix

Tucson

Florence

Sierra Vista

1800 W Broadway
Rd
Suite 5
Tempe, AZ 85282

2025 W Ruthrauff Rd
Suite 125
Tucson, AZ 85705

520.398.6651

August 28, 2025

Rick Solis
Solis Engineering Co.
239 N. Church Ave
Tucson, AZ 85701
email: rick.solis@solisengco.com

Proposal for Construction Monitoring for the Santa Cruz Cortaro Narrows project

Dear Rick,

This proposal covers landscape architectural services for the PCRFC Cortaro Narrows project during Phases 2 + 3. Wilder Landscape Architects (Wilder) will provide landscape construction monitoring as outlined in this scope. The task numbers in this scope correspond to the Solis Work Tasks that were provided.

TASKS AND DELIVERABLES

Task 2.0: Observation & Field Reports

Wilder will provide observation and field reports for the following elements:

- Eddy basin layout and implementation [5 site visits]
 - Review of proposed locations
 - On-site with contractor during first basin construction to serve as 'model' basin for development of 17 remaining basins.
 - Three reviews during implementation of remaining eddy basins
- Scour Apron layout and implementation (includes concrete boulders) [4 site visits]
 - On-site with contractor during first scour apron construction to serve as 'model' apron for development of 7 remaining aprons.
 - Three reviews during implementation of remaining scour aprons
- Planting placement and process (container and pole planting) [4 site visits]
 - Two site visits during container planting
 - Two site visits during pole planting
- Placement of vertical and horizontal tree trunks and root masses [3 site visits]
 - Flagging of locations / provision of GPS points
 - Two site visits (one at beginning to create 'model' and one to review work.
- Seeding (construction site and any disturbance outside of Narrows) [2 site visits]
 - One site visit to review soil preparation
 - One site visit immediately after seeding to review coverage area
- Landscape Establishment [12 site visits]
 - One site visit per month will be provided. Pole planting will be conducted during this period. Visit will cover that along with reviewing overall health of plants and presence of invasive species at planting areas.

All observations will be conducted during Phase 3. Written field reports will be provided for each visit. Each site visit is calculated at 6 hours including drivetime and field report. Visits during landscape establishment are scoped at 9 hours per visit.

Phase 3 hours: 216

Task 6.0: Weekly Project Meetings

Wilder will participate in the following meetings:

Weekly meetings, Contractor-led (on-site)

Phase 2: Up to 4 meetings, 2 hours each

Phase 3: Up to 12 meetings, 2 hours each

Pre-Construction Meetings (on-line)

Phase 2: Up to 4 meetings, 1 hour each

Phase 3: Up to 12 meetings, 1 hour each

Task 9.0: Plant Sourcing and Obtainment

Wilder will assist Nighthawk Natives in the sourcing and obtainment of cuttings of *Salix exigua*, coyote willow and *Salix bonplandiana*, red willow. Nighthawk will grow out these cuttings for planting in Phase 3.

Phase 2: 36 hours

Task 17.0: Public Outreach / Public Information

Wilder will participate in one public outreach meeting per phase, up to 4 hours per phase. One Wilder team member will attend. No preparation of graphics or other meeting materials are included in this scope.

Phase 2: 4 hours

Phase 3: 4 hours

Task 19.0: Substantial Completion / Punch List

Wilder will schedule a pre-final site walkthrough and prepare a punch list of items required for project completion. Wilder will review the landscape elements for compliance with project plans and specs and site conditions. Wilder will provide a final review and report following contractor addressing items.

Phase 3: 18 hours

Assumptions and Conditions:

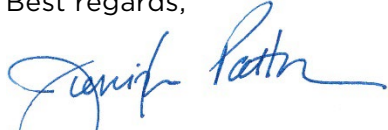
- Plans will be drafted in AutoCAD 2025.
- The following services are not included and are available as an additional service if required: As-Built documentation.

Fee by Task: Refer to Fee Schedule, attached.

Work will be performed on a Time (hourly billing) and Materials cost basis according to the contract rate schedule. Work beyond the scope outlined will be considered an additional service and will not proceed without approval from the Client.

I am looking forward to working with you on this project. Please let me know if you have any questions or need additional information.

Best regards,



Jennifer Patton
Principal, Wilder Landscape Architects
jennifer@wilderla.com, 520-481-2328

Santa Cruz River Cortaro Narrows Phases 2+3 - Construction Observation

August 27, 2025

Scope: Scope of Work is per Solis Engineering Scope dated 8/27/2025. Task numbers correspond to Solis Work Tasks.

This Scope and Fee spreadsheet was prepared by Jennifer Patton with Wilder Landscape Architects. Please contact Jennifer at jennifer@wilderla.com or 520-481-2328 with any questions.

Wilder Landscape Architects (Wilder)						
TASK	TASK DESCRIPTION	Principal	Project Manager	Project Designer	Wilder Hours per Task	Wilder Fee per Task
2.0	Observation & Field Reports	40	176	0	216	\$27,024.00
2.1	Site Observations and Field Reports for Eddy basins, Scour Aprons, planting, willow trunks + root masses, seeding	40	176			
6.0	Weekly Project Meetings	0	64	0	64	\$7,616.00
6.1	Weekly meetings (Contractor led) - Wilder will participate in up to 16 site meetings		32			
6.4	Pre-Construction Meetings - Wilder will participate in up to 16 on-line meetings (1 hr each plus .5 hours for prep)		32			
9.0	Plant Sourcing and Obtainment	0	36	0	36	\$4,284.00
9.1	Wilder will ensure that adequate native source plants of salix exigua and salix bonplandiana exist for procuring cuttings, and will assist Nighthawk Natives in obtaining cuttings.		36			
17.0	Public Outreach / Public Information	8	0	0	8	\$1,216.00
17.1	Public Outreach. Wilder staff will participate in up to one public outreach meeting. No renderings or graphics or preparation of other meeting material are included under this scope.	8				
19.0	Substantial Completion / Punch List	18	0	0	18	\$2,736.00
19.1	Final walk-thru and punch list prep	12				
19.2	Final observation report	6				
	TOTAL HOURS	66	276	0	342	
	BILLING RATES	\$ 152.00	\$ 119.00	\$ 97.50		
	Total Wilder Fee	\$ 10,032.00	\$ 32,844.00	\$ -	\$ 42,876.00	

RATE TABLE - 2025

Firm:	Wilder Landscape Architects (Wilder)
Project:	Santa Cruz Cortaro Narrows Training Structure (5SCNTS)
Effective Date	January 1, 2025
Prepared by:	Jennifer Patton, Principal, Wilder Landscape Architects
Overhead %	150%
Profit %	10%

(A) DISCIPLINE	(B) DIRECT LABOR RATE	(C) OVERHEAD	(D) PROFIT	BILLING RATE
Principal	\$55.27	\$82.91	\$13.82	\$152.00
Project Manager	\$43.27	\$64.91	\$10.82	\$119.00
Project Designer	\$35.46	\$53.18	\$8.86	\$97.50

Formulas:

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate

(A+B+C)

END EXHIBIT B - CONSULTANT FEE PROPOSAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2025

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 Professional Underwriters of AZ, Inc. P.O. Box 5419 Scottsdale AZ 85261-5419	CONTACT NAME: Jeff Gerrick PHONE (A/C, No, Ext): 480-483-0440 E-MAIL ADDRESS: jeff@prounderwriters.com FAX (A/C, No): 480-948-7752
INSURED Solis Engineering Co., LLC 239 N. Church Ave. Tucson AZ 85701	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Ins. Co. INSURER B: Trav Cas&Surety Co America INSURER C: Prop & Cas Ins Co of Hartford INSURER D: Nutmeg Insurance Company INSURER E: INSURER F:

License#: 1800004061
SOLIENG-01**COVERAGES****CERTIFICATE NUMBER:** 2081362753**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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	59SBWB5A3W	10/30/2024	10/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	59UEGBF0312	9/13/2025	9/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	59SBWB5A3W	10/30/2024	10/30/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ Follow Form
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	59WECAC3B3S	10/31/2024	10/31/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability Architect/Engineer Pollution Liability		Y	107002249	10/30/2024	10/30/2025	Per Claim 2,000,000 Annual Aggregate 3,000,000 Per Claim 2,000,000

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

RE: Santa Cruz Cortaro Narrows Training Structures Construction Administration
Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees are additional insured as indicated. Coverages afforded are primary and non-contributory basis. Waiver of subrogation included.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement Department
Design and Construction Division
150 W. Congress St., 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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AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations, "your work" or facilities owned or used by you.

a. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury"; and
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits shown for "underlying insurance"; or
- (3) Beyond the period of time required by the written contract or written agreement.

b. In no event shall any coverage afforded to any such person or organization apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this Supplemental Policy for any such additional insured will follow the provisions, exclusions and limitations of the "underlying insurance".

B. Solely as with respect to the insurance afforded to any person or organization qualifying as an additional insured under Section A. above, Paragraph 7. Other Insurance in Section E. CONDITIONS is deleted and replaced by the following:

7. Other Insurance

a. This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

- (1) Primary;
- (2) Contributing;
- (3) Excess; or
- (4) Contingent.

b. However, the following provisions apply to other insurance available to any person or organization qualifying as an additional insured under Section C. WHO IS AN INSURED, as amended by Section A. of this endorsement and who is also an additional insured under the Business Liability Coverage scheduled in the "underlying insurance":

(1) Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit to provide primary insurance to the additional insured, then, after the "underlying insurance" is exhausted, this insurance will be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph c. below.



(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit to provide insurance to the additional insured that is primary and non-contributory, then, after the "underlying insurance" is exhausted, this insurance will be primary and we will not seek contribution from the additional insured's own insurance.

Paragraphs (1) and (2) do not apply to other insurance on which the additional insured qualifies as an additional insured pursuant to the terms of that policy or has been added as an additional insured by endorsement.

c. Method Of Sharing

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

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

C. Paragraph D.6. How Limits Apply To Additional Insured is deleted and replaced by the following:

How Limits Apply To Additional Insureds

- a.** If you have agreed in a written contract, written agreement or permit that another person or organization be added as an additional insured on the Business Liability Coverage scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this Supplemental Policy, the most we will pay on behalf of such insured is the lesser of:
 - (1)** The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
 - (2)** The Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations.
- b.** Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations and described in other provisions of this Section.

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto." The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
 - (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

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

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 59 WEC AC3B3S

Endorsement Number:

Effective Date: 10/31/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Solis Engineering Co LLC

5325 S CIVANO BLVD

TUCSON AZ 85747

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative