

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

Requested Board Meeting Date: 3/7/17

or Procurement Director Award

Contractor/Vendor Name (DBA): AECOM Technical Services, Inc. (Headquarters: Los Angeles, California)

# **Project Title/Description:**

Aerospace Parkway Widening: Phase 1 Southern Extension (4AERO2)

#### Purpose:

Award of Contract: Contract No. CT-PW-17-281. This award of contract is to provide design engineering services in a not-to-exceed amount of \$328,599.00 for a contract term from March 7, 2017 to June 30, 2019. Administrating Department: Public Works.

#### **Procurement Method:**

Pursuant to the Direct Selection authority of A.R.S. § 34-103 and Pima County BOS Policy D29.1(C)(I), award for Requisition No. 247706 is recommended to the above named consultant which has accepted the terms of the County's standard contract and with which the County has negotiated a satisfactory agreement.

Attachments: Direct Select Request Memo and Contract

### Program Goals/Predicted Outcomes:

This contract is to design the southern extension of Raytheon Way to access County land south of Aerospace Parkway for incoming employers, including Vector X. This work will also include improvements at the intersection of Aerospace and Raytheon Parkways.

#### Public Benefit:

The construction of this expansion will provide the infrastructure needed for both the commercial and industrial growth being promoted in the area of the aerospace corridor. The result of this development will be the growth in the local economy which will benefit the entire region.

Attachments: Direct Select Request Memo and Contract

#### Metrics Available to Measure Performance:

The performance will be measured using the consultant evaluation process as outlined in BOS Policy D 29.1(E)(II).

Retroactive:

No

To: COB- 2.21.17 (1) Ver.-1 44

Procure Dept 02/21/17 AM09:06

Original Information				
Document Type: CT	Department Code: PW		Contract	Number (i.e.,15-123): 17-281
Effective Date: 3/7/17	Termination Date: 6/30/19	_ Prior Co	ontract N	umber (Synergen/CMS):
Expense Amount: \$	\$328,599.00	Reve	enue Amo	ount: \$
Funding Source(s):	Highway User Revenue Funds (H	URF) 12.6	5%	
Cost to Pima County G	eneral Fund: \$0.00			
Contract is fully or parti	ally funded with Federal Funds?	☐ Yes	⊠ No	□ Not Applicable to Grant Awards
Were insurance or inde	mnity clauses modified?	☐ Yes	⊠ No	☐ Not Applicable to Grant Awards
Vendor is using a Socia	al Security Number?	☐ Yes	⊠ No	☐ Not Applicable to Grant Awards
If Yes, attach the requir	ed form per Administrative Proced	lure 22-73	3.	
Amendment Informat	on			
Document Type:	Department Code:		Contract	Number (i.e.,15-123):
Amendment No.:		AI	MS Versi	on No.:
Effective Date:		New "	Terminati	on Date:
☐ Expense ☐ Rever	nue 🗌 Increase 🦳 Decrease		Amount <sup>*</sup>	This Amendment: \$
Funding Source(s):				
Administration			<u></u>	
Cost to Pima County G	eneral Fund:		****	
	7			
Contact: Anthony V. Sc	chiavone / ) chilli	1770		740 pure 2-14-17
Department: Procurem	ent Ma 954	2/14/1	7	Telephone: 724-3245
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# MEMORANDUM

# Public Works - Project Management Office

DATE:

January 20, 2017

TO:

Mary Jo Furphy

**Procurement Director** 

FROM:

Nancy Cole, Manager

Project Management Q

RE:

Direct Select - 4AERO2 Aerospace Parkway Widening Project

#### **Background**

The upcoming Aerospace Parkway Widening Project is a high priority project for Pima County, with a phased approach and expedited delivery timeline. In order to meet existing County commitments, the first phase of work to extend Raytheon Way south approximately .4 miles south and improving the intersection. This work will expedite access to the County owned land south of the Aerospace Parkway, critical to meeting the agreement already approved by the Board of Supervisors for Vector Aviation scheduled to be completed and operable March 2018.

To meet this deadline, we require a firm with experience in this area with detailed knowledge of the existing conditions. AECOM was the engineer for the original Aerospace Parkway, has direct experience and existing base drawing files critical to expediting the design efforts. Utilizing AECOM via a direct select process will give us the best and most practicable result in order to meet the single year deadline.

Pursuant to A.R.5 §34-103 and BOS Policy 29.1 Section C, this contract will need to obtain BOS approval and cannot exceed \$500,000.

#### Recommendation

Please provide approval to pursue a direct select contract procurement with AECOM for the southern extension of Raytheon Way, which is currently budgeted to be an approximate \$350,000 level of effort.

I am available should you have any questions.

/ Denied

Mary Jo Furph

Procurement Directo

Terri Spencer, Tony Schiavone, Procurement Design and Construction Division Beth Abramovitz, Rick Ellis, Department of Transportation

PIMA COUNTY PUBLIC WORKS

PROJECT:

Aerospace Parkway Widening: Phase 1

Southern Extension (4AERO2)

CONSULTANT:

AECOM Technical Services, Inc.

333 E. Wetmore Road Tucson, AZ 85705

AMOUNT:

\$328,599.00

**FUNDING:** 

**HURF 12.6%** 

CONTRACT

NO. CI-PW-17-281

AMENDMENT NO.

This number must appear on all invoices, correspondence and documents pertaining to this

contract.

(stamp here)

#### **CONSULTANT SERVICES CONTRACT**

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and AECOM Technical Services, Inc., hereinafter called CONSULTANT, collectively referred to as the Parties.

#### WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Engineering Design Services for the Aerospace Parkway Widening: Phase 1 Southern Extension (4AERO2) Project; and,

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

WHEREAS, CONSULTANT was the engineering firm for the original Aerospace Parkway and has direct experience and existing base drawings files critical to expedite the design efforts; and

WHEREAS, CONSULTANT was determined under the direct selection provisions of A.R.S. § 34-103 and Pima County Board of Supervisors Policy D29.1(C)(I) to be the best source for said work; and

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

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

#### ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract as approved by the Board of Supervisors commences on March 7, 2017, and terminates on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Contract.

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

# **ARTICLE 2 – SCOPE OF SERVICES**

CONSULTANT agrees to provide Engineering Design Services for the Project for the COUNTY as described in **EXHIBIT A: SCOPE OF WORK** (15 pages), attached to this Contract.

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# **ARTICLE 3 - COMPENSATION AND PAYMENT**

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT Not to Exceed Three Hundred Twenty-eight Thousand Five Hundred Ninety-nine Dollars and Zero Cents (\$328,599.00). CONSULTANT'S fees are as stated in **EXHIBIT B: CONSULTANT FEE PROPOSAL** (9 pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. COUNTY may consider adjustments to rates in connection with any extensions of the Contract term.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and SUBCONSULTANT charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. SUBCONSULTANT charges will be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under Article 22, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

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

# ARTICLE 4 - INSURANCE

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

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

#### 4.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 4.1.1 Commercial General Liability (CGL) Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products completed operations.
- 4.1.2 Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 4.1.3 Workers' Compensation and Employers' Liability Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability \$1,000,000. Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.
- 4.1.4 Professional Liability (Errors and Omissions) Insurance This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract. In the event that the Professional Liability insurance required by this Contract is written on a claimsmade basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended

discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

#### 4.2 Additional Insurance Requirements:

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

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

#### 4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement, 130 W. Congress Street, Tucson, AZ 85701, Fax No. (520) 724-4434.

#### 4.4 Verification of Coverage:

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

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

#### 4.5 Approval and Modifications:

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

#### **ARTICLE 5 – INDEMNIFICATION**

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

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

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County, its agents, employees or indemnitee.

#### **ARTICLE 6 - COMPLIANCE WITH LAWS**

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

#### ARTICLE 7 - STATUS OF CONSULTANT

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

# ARTICLE 8 - CONSULTANT'S PERFORMANCE

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

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

#### ARTICLE 9 - NON-WAIVER

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

#### ARTICLE 10 - SUBCONSULTANT

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

#### ARTICLE 11 - NON-ASSIGNMENT

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

# ARTICLE 12 - NON-DISCRIMINATION

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

### ARTICLE 13 - AMERICANS WITH DISABILITIES ACT

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

# ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

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

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

# ARTICLE 15 - TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONSULTANT and its sureties, if any, will be liable for any damage to COUNTY resulting from CONSULTANT'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
  - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  - 2. Persistent or repeated refusal or faillure to supply enough properly skilled workers or materials to perform the work on schedule;
  - 3. Failure to provide competent supervision at the site:
  - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
  - 5. Failure to make prompt payment to SUBCONSULTANTS or suppliers for material or labor;
  - 6. Loss of CONSULTANT'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT'S performance of this Contract;
  - 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or

- 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
  - 1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination; and
  - COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
  - 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—
  - 1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
    - (i) Acts of God or of the public enemy,
    - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
    - (iii) Acts of another consultant in the performance of a Contract with the COUNTY,
    - (iv) Fires,
    - (v) Floods,
    - (vi) Epidemics,
    - (vii) Quarantine restrictions,
    - (viii) Strikes,
    - (ix) Freight embargoes,
    - (x) Unusually severe weather, or
    - (xi) Delays of SUBCONSULTANTS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the SUBCONSULTANTS or suppliers; and
  - 2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

#### ARTICLE 16 - TERMINATION FOR CONVENIENCE OF COUNTY

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

# ARTICLE 17 - NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY has no further obligation to CONSULTANT, other than payment for services rendered prior to termination.

# **ARTICLE 18 - NOTICES**

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

#### COUNTY:

Nancy Cole, Project Manager Pima County Project Management Office 201 N. Stone Avenue Tucson, AZ 85713 (520) 724-6312

### CONSULTANT:

Jody Rodriguez, PE, Project Manager AECOM Technical Services, Inc. 333 E. Wetmore Road, Ste. 400 Tucson, AZ 85705 (520) 887-1800 Fax: (520) 887-8438

#### **ARTICLE 19 - OTHER DOCUMENTS**

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

#### ARTICLE 20 - REMEDIES

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

# ARTICLE 21 - 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.

#### ARTICLE 22 - BOOKS AND RECORDS

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

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

#### ARTICLE 23 - DELAYS

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

#### ARTICLE 24 - DISPUTES

In the event of a dispute between COUNTY and CONSULTANT regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

# ARTICLE 25 - OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

# ARTICLE 26 - PUBLIC INFORMATION

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

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

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

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

# ARTICLE 27 - LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby 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.

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

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

CONSULTANT will advise each SUBCONSULTANT of COUNTY'S rights, and the SUBCONSULTANT'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONSULTANT'S employees, and with the requirements of A.R.S. § 23-214(A). SUBCONSULTANT further agrees that COUNTY may inspect the SUBCONSULTANT'S books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this Contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this Contract."

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 will be excusable delay for which CONSULTANT is entitled to an extension of time, but not costs.

# ARTICLE 28 - ISRAEL BOYCOTT CERTIFICATION

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

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# **ARTICLE 29 - ENTIRE AGREEMENT**

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

IN WITHESS WHEREOF, the Parties have	anixed their signatures to this Contract on the dates whiten be
APPROVED:	CONSULTANT:
Chair, Board of Supervisors	Signature Randy Simpson
Date	Name and Title (Please Print)
	<u>2/16/17</u> Date
ATTEST:	
Clerk of the Board	
APPROVED AS TO FORM:	
Deputy County Attorney	
ANDREW FLAGG	
Name (Please Print)	<del></del>
2/14/2017 Date	

# **EXHIBIT A: SCOPE OF WORK** (15 pages)

# Design Engineering Services Aerospace Parkway – Raytheon Parkway Southern Extension

During the term of this Agreement, the engineering consultant, <u>AECOM Technical Services</u>, <u>Inc.</u>, (CONSULTANT) shall perform professional services for Pima County (COUNTY) in connection with the above referenced project. This scoping document shall be used to plan, conduct, and complete the CONSULTANT's work on the project. Each subconsultant has included their respective scope of work for their respective tasks.

#### BACKGROUND

Aerospace Parkway, formerly known as Hughes Access Road, was recently constructed to shift the traffic to a new southern alignment. The new southern alignment was to reach several community goals, including removing the public from existing safety arcs at the USAF base/ Raytheon site as well as creating a much larger opportunity for a permanent buffer for the base. The new southern alignment also provided an opportunity for the development of complimentary development within the corridor for economic development in Pima County. This approach has been successful with the first business locating onsite, being World View, and there are other businesses looking to locate in the vicinity. The original installation of Aerospace Parkway was reduced from the ultimate planned width to reduce initial construction costs and give time for the development in the area to gain momentum.

# II. PROJECT DESCRIPTION

This project is part of an overall project to construct a four-lane desert parkway expansion along Aerospace Parkway from the Nogales Highway to 3800 Linear Feet east of Raytheon Parkway, approximately 1.5 miles long, including a widening of the existing UPRR crossing near Nogales Highway using the alternative delivery method of Construction Manager at Risk (CMAR). However, this project only consists of extending Raytheon Parkway from the existing Aerospace Parkway intersection southwesterly for approximately 0.4 miles which will create a four-way intersection at Aerospace Parkway and Raytheon Parkway in coordination with the CMAR. This southern extension must provide a business access for Vector and other adjacent parcels currently available for development. In addition, this project will plan and design the ultimate Aerospace Parkway/Raytheon Parkway intersection for the overall project. The design activities include: roadway; structures; drainage; utility location and relocation coordination; survey; right-of-way documentation; traffic analysis for the traffic signal and design; signing; pavement marking and geotechnical investigations for pavement design

The scope of work for this project includes the CONSULTANT providing:

- Preliminary DSR Planning and Engineering. This work includes preliminary design and developing
  technical reports needed to produce a Design Summary Report. This work also includes the
  development of design documents addressing issues such as alignment, channelization, drainage,
  right-of-way, minor structures, and a cost estimate. An EAMR document will not be produced.
- Final Engineering Phase. (Stages III/IV and V as referenced in the Pima County Roadway Design Manual) involves developing the Plans, Specifications & Estimate (PS&E) documents for construction. This work also includes coordination with the CMAR in the development of their Guaranteed Maximum Price (GMP) for the project. This scope assumes only one (1) GMP will be developed for this project.
- Post-Design Construction Phase Services. As part of the CMAR process, this task includes responding to questions or providing clarification for the CMAR-GMP coordination. This task includes time for reviewing submittals, shop drawings and developing as-built drawings.

 Additional Services. This task includes any additional scope items for any and all activities related to the project on an as requested/as needed basis.

#### III. DESIGN CRITERIA

The design criteria will comply with Pima County Roadway Design Manual (RDM), 2013 fourth edition and relevant updates. The specifications are to be consistent with the Pima Association of Governments (PAG) Standard Specifications for Public Improvements, Volume I, 2015 edition and relevant updates. These specifications are consistent with ADOT standards. The American Association of State Highway and Transportation Officials (AASHTO), PAG and ADOT design standards are to be used for the design of the roadway. The proposed requirements will meet the requirements of the Americans with Disabilities Act (ADA).

The assumed design speed of Aerospace Parkway = 60 mph (posted at 50 mph). The assumed design speed of Raytheon Parkway = 35 mph (posted at 35 mph).

# IV. PROJECT SCHEDULE

The scoping of the project is based on a 6-month design schedule.

#### V. ITEMS AND SERVICES TO BE FURNISHED BY THE COUNTY

- Public Participation Services described under Task 3.4.
- Environmental services described under Task 3.18.

#### VI. ABBREVIATIONS

The following abbreviations may be referred to throughout this scope of work:

AASHTO American Association of State Highway and Transportation Officials ADEQ Arizona Department of Environmental Quality ADOT Arizona Department of Transportation AGFD Arizona Game and Fish Department Corps U.S. Army Corps of Engineers County Pima County EAMR **Environmental Assessment and Mitigation Report** EΑ **Environmental Assessment** EPG **Environmental Planning Group** ESA **Endangered Species Act** ESR **Environmentally Sensitive Roadway** FEMA Federal Emergency Management Agency FHWA Federal Highway Administration GIS Geographic Information System

LOS Level-of-service

Manual 2013 Pima County Department of Transportation Roadway Design Manual

MSHCP Multi-species Habitat Conservation Plan

NEPA National Environmental Policy Act

NPDES National Pollutant Discharge Elimination System

PAG Pima Association of Governments

PCDOT Pima County Department of Transportation

PCRWRD Pima County Regional Wastewater Reclamation Department

PLSS Public Land Survey System

PS&E Plans, Specifications, and Estimates

RDM Roadway Design Manual

REC Recognized Environmental Condition

# Aerospace Parkway – Raytheon Parkway Southern Extension Scope of Work

ROE	Right-of-Entry
SDCP	Sonoran Desert Conservation Plan
SOQ	Pima County Department of Transportation Solicitation Number
R/W	Right-of-way
TDM	Transportation Demand Management
USFWS	U.S. Fish and Wildlife Service

#### VII. PROJECT DOCUMENTATION

The documents listed as "*Deliverables*" under the Work Tasks, Section VIII of this scope of work, and other exhibits or presentations for the work covered by this AGREEMENT and associated supplements, if necessary, will be furnished by the CONSULTANT to the COUNTY upon completion of the various tasks of work. Whether the documents are submitted in electronic media or in tangible format, any use of the materials on another project or on extensions of this project beyond the use for which they were intended, or any modification of the materials or conversion of the materials to an alternate system or format will be without liability or legal exposure to the CONSULTANT. The COUNTY will assume all risks associated with such use, modifications, or conversions. If the COUNTY uses materials other than how they were intended, then the CONSULTANT may remove from the electronic materials delivered to the COUNTY, all references to the CONSULTANT's involvement and will retain a tangible copy of the materials delivered to the COUNTY, which will govern the interpretation of the materials and the information recorded. Electronic files are considered working files only; the CONSULTANT is not required to maintain electronic files beyond 90 days after the project final billing and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

# VIII. WORK TASKS

#### General Assumptions:

- 1. The level of effort for each phase and work task is limited to the amount of labor and expenses indicated in the attached Project Budget spreadsheet. Costs are itemized to aid in project tracking purposes only. The budget may be transferred between tasks with written approval from the COUNTY, provided the total contracted amount is not exceeded. Additional services beyond these limits will be considered Extra Work.
- 2. The PROJECT duration is anticipated to be six (6) months from the notice to proceed (NTP) date. The CONSULTANT is responsible for meeting deadlines for their and their subconsultants' tasks only.
- 3. The analyses, design, plans, specifications, and estimate performed or prepared as part of the PROJECT will be in English units. Metric units will not be used on this PROJECT.
- 4. The plans will be prepared in accordance with Pima County design practices and standards as identified on the Pima County DOT website.
- 5. Design plans shall be developed using Microstation Version 8 (V8i) and PCDOT CAD drafting standards. Final plan submittals shall be in electronic (V8i) and hardcopy format.
- 6. Survey file submittals (monumentation, horizontal and vertical control, right-of-way plans) shall be in AutoCad 2002 or AutoCad 2005 format and Microstation Version 8 (V8i).
- 7. Originals of all project deliverables will be delivered to the COUNTY.
- 8. Meeting summanes will be distributed electronically. Hard copies will not be provided.
- Unless specified within individual tasks, one (1) original of each report will be submitted to the COUNTY along with an electronic document.
- 10. All processes and deliverables shall conform to the Pima County RDM and this scope of work.

The following tasks are organized and numbered to coincide as closely as possible with Chapter 3, *Design Process*, identified in the 2013 Pima County RDM.

#### TASK 3.1 PROJECT MANAGEMENT

**Task 3.1.1. Project Management.** Develop project design by coordinating design efforts. The anticipated management activities are as follows:

- a. Project setup in accordance with our quality management system requirements.
- Management resources for a 6-month period.
- Coordinate with all stakeholders through all means necessary, including but not limited to, phone, electronically, paper, face-to-face, etc.
- Ensure that project team members are communicating and cooperating on project tasks.
- e. Generate and regularly update a project contact list.
- f. Establish and keep updated correspondence files for all correspondence, including electronic, phone, paper, etc.
- g. Access on a weekly basis the percent complete as measured against the work remaining for each task.
- h. Preparation of monthly invoices

# TASK 3.2 QUALITY CONTROL

#### Assumptions:

- 1. Attendance by CONSULTANT at meetings will generally be the Project Manager and one engineering/technical staff. Other team members will attend as required.
- 2. For estimating purposes, it is assumed that meetings described in Task 3.2.2 will have the following durations, including preparation time, travel, preparation of meeting summaries, revisions to meeting summaries with Pima County/stakeholder corrections, and distribution of the meeting summaries:
  - 1 kickoff / project overview meeting (2 hours (ea) + 1 hour (PM) prep/mtg summary)
  - 1 project field meeting with CMAR/Design Team #2 (4hrs)
  - 6 monthly combination project progress/utility coordination meetings (2 hours (ea) + 1 hour (PM) prep/mtg summary)
  - 1 Development Services meetings at combined Stage I/II submittal and 1 Development Services meetings at combined Stage III/IV. (4 hours each)
- 3. The CONSULTANT will be responsible for preparing graphics, handouts, and making arrangements for meetings and for preparing meeting summaries.
- 4. The CONSULTANT will perform monthly schedule updates prior to the progress meetings.
- 5. CONSULTANT's hours for performing quality control shall be billed toward the specific tasks.

**Task 3.2.1. Quality Control Plan.** Develop a project-specific quality control plan that identifies responsible personnel, technical review, checking procedures, and monitoring process that will be submitted within 15 days of notice to proceed. The process shall follow the tenets of the PCDOT Interactive Project Development Process. With each major submittal, a verification of quality control shall be provided.

#### Deliverables:

- Project-Specific Quality Control Plan.
- Verification of quality control shall be provided with each major submittal.
- · Responses to all review comments.

**Task 3.2.2. Meetings and Communication.** This task involves coordinating meeting times, inviting meeting participants, preparing exhibits for meetings, creating an agenda, facilitating meetings, and providing a meeting summary for all meetings. The anticipated design team meetings and activities are as follows:

- a. Conduct kickoff meeting with the project team (1 total).
- b. Attend project field meeting with CMAR/Design Team #2 (1 total).
- Conduct monthly combined project progress/utility meetings with the project team (6 total).
- d. Conduct Submittal Development Services meetings with Pima County reviewers after the Stage I/II submittal and the Stage III/IV submittal to review and resolve comments. (2 total).

#### Deliverables:

- Meeting agendas and displays.
- Meeting summaries as required.
- Responses to all formal review comments.

**Task 3.2.3.** Schedule. Create a project schedule to prepare the environmental documentation for the environmental clearance; survey, roadway, drainage, and utility tasks; agency coordination; right-of-way clearance; and final construction documents within 15 days of NTP. The project schedule will be updated bimonthly.

#### Deliverables:

- Original schedule.
- Monthly schedule updates.
- · Responses to all review comments.

#### TASK 3.3 UTILITY COORDINATION

# Assumptions:

- 1. The COUNTY Project Manager will attend the PCDOT monthly Utility Coordination meetings on an as-needed basis. The CONSULTANT is NOT required to attend these meetings.
- Data collected will be consistent with the level of information needed to designate, locate, and map all utilities.
- 3. The COUNTY will supply the CONSULTANT with the previously requested as-builts from all utilities present. Additional research may be required by the CONSULTANT to verify and supplement the utility base maps.
- 4. Resources to gather data for utilities is being provided under Task 3.3.1., not Task 3.7.1.
- 5. Resources for surveying Blue Stake information are provided in Task 3.10.1.
- 6. Subsurface utility investigations will be performed by the CMAR
- 7. Potholing of utilities will be done at Stage III/IV and completed by the CMAR.
- 8. It is assumed the only water valve and sewer manhole adjustments sheets will be required for the project and that no new waterlines and sewer lines will be required for the project.
- 9. It is assumed that Utility Relocation Plans are NOT required for this project. The utility impacts and relocations will be included in the Roadway Paving Plans.
- Consultant shall follow Pima County Ordinance 2008-72, Regulations for the Use of the Public Right-of-Way.
- 11. It is assumed that this project will NOT require a Utility Results of Survey that the Utility Companies will be required to verify.

- **Task 3.3.1. Utility Base File Creation.** The CONSULTANT will compile the as-built plans provided by The COUNTY and the Utility Companies and present them in a single utility base file for use during design.
- Task 3.3.2. Data Gathering, Preliminary Design Notifications, As-Built Requests. The COUNTY will perform the initial design notifications to the utility companies. The CONSULTANT will request as-builts and gather any further utility information required to develop the necessary existing utility base file.

The CONSULTANT will request each underground utility mark its facilities within the project limits so that their approximate horizontal position, previously established from as-builts, can be verified/refined within the previously established utility base file.

- Task 3.3.3. Design Coordination, Utility Impact Identification. The CONSULTANT will monitor the project's design for utility impacts; distribute progress design drawings to utilities for review and identification of utility impacts; and maintain a List of Utility Impacts to be made available to the COUNTY upon request. The CONSULTANT will update the COUNTY as necessary on the status of utility activities. Design Plans will be provided to all known utilities for their review and comments. Resources are also being provided in this task for the Project Manager and Engineer/Utility Coordinator to attend up to two (2) individual utility meetings (1 hour per meeting).
- Task 3.3.4. Utility Mitigation Measures. The CONSULTANT will initiate, coordinate and facilitate utility impact meetings with the COUNTY, utility and appropriate team members to develop mitigation measures acceptable to the COUNTY that will be depicted in the Final Design. The CONSULTANT will update utilities as to the status of all utility impacts and mitigation measures. The CONSULTANT will compile a List of Utility Impacts and Approved Mitigation Measures and present them in a Relocation Report/Memo/Tracking Log that will be maintained throughout the design.
- Task 3.3.5. Quality Control Review. The CONSULTANT will provide quality control reviews of the deliverables listed below. The CONSULTANT PM will provide for review time of each deliverable.

#### Deliverables:

- Plans for distribution to utilities.
- Meeting minutes prepared, distributed to project team, and revised as needed.
- Utility Impact and Mitigation Log.
- Responses to all review comments.

#### TASK 3.4 PUBLIC PARTICIPATION

The COUNTY will lead the Public Participation on the project with support from the design team as-needed.

# Assumptions:

- 1. No Public Meeting is anticipated for this scope.
- 2. The COUNTY will be the primary contact for community inquiries and concerns.
- Task 3.4.1. Public Meetings. No Public Meeting is anticipated for this scope.
- Task 3.4.2. One-on-One Property Owner Meetings. The CONSULTANT will prepare for and attend up to four (4) property owner meetings during the Design process.

Task 3.4.3. Quality Control Review. The CONSULTANT will provide quality control reviews of all the deliverables listed in Task 3.4.

#### Deliverables:

- Displays as needed.
- Property Owner meeting minutes

# TASK 3.5 FEDERAL, STATE AND LOCAL COORDINATION

#### Assumptions:

1. No Federal, State and Local Coordination anticipated for this scope.

#### TASK 3.6 PUBLIC ART

#### Assumptions:

1. No public art is anticipated for this scope.

#### TASK 3.7 DATA GATHERING

**Task 3.7.1. Gather Existing Information.** The CONSULTANT will review previous reports and information established by the Pima County project 4HARDR.

Task 3.7.2. Site Visits During Project Design. The CONSULTANT will visit the site as required to obtain necessary design information.

Task 3.7.3. Quality Control Review. The CONSULTANT will provide quality control reviews of the deliverables listed below.

#### Deliverables:

Data incorporated into the design plans and reports.

#### TASK 3.8 ENVIRONMENTAL IMPACT SCREENING

#### Assumptions:

1. An Environmental Impact Screening is not anticipated for this project.

#### TASK 3.9 LOCATION REPORT

#### Assumptions:

A Location Report is not required for this project.

#### TASK 3.10 SURVEY AND MAPPING

HDR will be performing the survey tasks on the project. Refer to the HDR scope of work for further scoping information on this Task.

Task 3.10.1. Initial Planning and Reconnaissance. Refer to HDR's scope of work.

Task 3.10.2. Horizontal Control & Vertical Traverse. Refer to HDR's scope of work.

- **Task 3.10.3. Aerial Mapping.** The CONSULTANT will assist in determining the actual mapping limits required for final design and HDR will perform the necessary field surveys plus coordinate the aerial mapping company to perform the required Aerial Mapping services. Further scoping is defined within HDR's scope of work.
- **Task 3.10.4. Utility Surveys.** As-Needed, HDR will locate underground utilities as marked by others. Blue Staking and other utility features will be located during the culture survey. Coordination for underground utilities is included in Task 3.3. HDR will plot all utility easement dockets provided by utility companies for land easement or ownership for the purpose of documenting them and demonstrating prior rights locations on the right-of-way plans.
- **Task 3.10.5.** Culture Surveys. HDR will locate existing cultural features such as; fences, mail boxes, culvert and manhole inverts, drainage features and flows, boring locations, and match-in locations. The work will include downloading and converting field results to CAD (.dgn) format. The CONSULTANT will provide and coordinate the required match-in locations to be surveyed. Further scoping is defined within HDR's scope of work.
- **Task 3.10.6. Right-of-Way Surveys.** HDR will perform any necessary miscellaneous Right-of-Way surveys. The CONSULTANT will assist in establishing the miscellaneous right-of-way needs. Further scoping is defined within HDR's scope of work.
- **Task 3.10.7. Quality Control Review.** HDR will provide quality control reviews of the Survey and Mapping deliverables listed below. The CONSULTANT will verify the deliverables from HDR. Further scoping is defined within HDR's scope of work.

#### Deliverables:

- Responses to all review comments.
- Digitized Aerial Mapping and DTM
- Updates to base files.

#### TASK 3.11 DRAINAGE REPORT

HDR will be preparing the Drainage Memo and design tasks on the project. Refer to HDR's scope of work for further scoping information on this Task.

#### Assumptions:

- 1. No detention/retention analysis or design will be required.
- 2. The southern extension of Raytheon Parkway will end near the Midsection Line of Section 31.
- HDR will field survey drainageways under Task 3.10.
- 4. The proposed roadway will be uncurbed and pavement runoff will discharge to roadside ditches or directly away from the roadway. No storm drain systems are anticipated.
- 5. A hydrologic analysis and design will be performed for the proposed roadway alignment. No evaluation of the existing alignment will be made except where it impacts the proposed roadway.
- 6. Peak Discharges will be computed utilizing HEC HMS for drainage areas greater than one (1) square mile and PC HYDRO for drainage areas less than one (1) square mile. The Rational Method may be used for small on-site creals.
- 7. Drainage analysis and design will be prepared for the proposed roadway configuration. It is assumed that median ditches and storm drains will not be needed. If needed, the design and analysis will be added by contract modification.
- 8. The SUBCONSULTANT will perform a sediment deposition analysis for each of the culverts with feedback from the COUNTY.
- 9. All evaluations will be performed with the latest available PAG Data at notice to proceed.

- Task 3.11.1. Review Existing Plans and Reports. Refer to HDR's scope of work.
- Task 3.11.2. Peak Discharge Determination. Refer to HDR's scope of work.
- Task 3.11.3. Existing Conditions. Refer to HDR's scope of work.
- Task 3.11.4. Hydraulic Calculations. Refer to HDR's scope of work.
- Task 3.11.5. Drainage Reports. Refer to HDR's scope of work.
- **Task 3.11.6. Quality Control Review.** HDR will provide quality control reviews of the drainage report for each submittal. The CONSULTANT will provide quality assurance reviews for each submittal. Further scoping is defined within HDR's scope of work.

#### Deliverables:

- · Draft Drainage Memorandum.
- Final Drainage Memorandum.
- Responses to all review comments.

#### TASK 3.12 GEOTECHNICAL INVESTIGATION

Golder will be performing the Geotechnical tasks and HDR will be performing the survey tasks on the project. Refer to Golder's and HDR's scope of work for further scoping information on this Task.

- **Task 3.12.1. Geotechnical Investigations.** Golder will perform the necessary field geotechnical investigations for the project. HDR will perform the necessary test pit surveys. Further scoping is defined within Golder's and HDR's scope of work.
- **Task 3.12.2. Geotechnical Report/Memorandum.** Golder will prepare a geotechnical memorandum documenting the investigation findings and recommendations as described in Section 3.12 of the Design Manual. Refer to Golder's scope of work for further scoping information on this Task.
- **Task 3.12.3. Quality Control Review.** Golder will provide quality control reviews of the geotechnical report for each submittal. The CONSULTANT will provide quality assurance reviews for each submittal.

#### Deliverables:

- Draft Geotechnical Report/Memo per Section 3.12 of the Design Manual.
- Draft/Final Geotechnical Report/Memo per Section 3.12 of the Design Manual.
- Responses to all review comments.

#### TASK 3.13 PAVEMENT DESIGN REPORT

Golder will be performing the Pavement Design tasks on the project. Refer to Golder's scope of work for further scoping information on this Task.

*Task 3.13.1. Pavement Design Summary.* Golder will produce the pavement design summary for the project as described in Section 3.13 of the RDM. Further scoping is defined within Golder's scope of work.

 Task 3.13.2. Quality Control Review. Golder will provide quality control reviews of the pavement design summary report for each submittal. The CONSULTANT will provide quality assurance reviews for each submittal.

#### Deliverables:

- Draft and Final Pavement Design Summary
- · Responses to all review comments.

#### TASK 3.14 BRIDGE STRUCTURE SELECTION REPORT

### Assumptions:

1. A Bridge Structure Selection Report is not required for this project.

#### TASK 3.15 TRAFFIC ENGINEERING STUDY

Kimley-Horn will be performing the Traffic Engineering tasks on the project. Refer to Kimley-Horn's scope of work for further scoping information on this Task.

#### Assumptions:

- 1. A Traffic Engineering Technical Memorandum will be produced to assist in the roadway design parameters, such as channelization requirements and turn bay storage lengths.
- Task 3.15.1. Traffic Engineering Technical Memorandum. Kimley-Horn will prepare a technical memorandum that documents existing traffic conditions, evaluates future traffic impacts for a 2025 interim design, evaluates future traffic impacts for a proposed 2040 full build out design, and recommendations as identified in Section 3.15 of the Design Manual. The purpose of the memorandum will be to assist in documenting and identifying the need to construct an interim design versus proposed full build out design or vice versa. In addition, Kimley-Horn will coordinate and incorporate any work done by Pima County Planning and Traffic Departments. Further scoping is defined within Kimley-Horn's scope of work.

*Initial Traffic Technical Memorandum.* Kimley-Horn will prepare an Initial Traffic Technical Memorandum prior to the Stage I/II Plan preparation.

**Final Traffic Technical Memorandum.** Kimley-Horn will respond to any comments arising from the Initial submittal and will then prepare the Final Technical Memorandum that will coincide with the Stage III/IV plans.

Task 3.15.2. Quality Control Review. Kimley-Horn will provide quality control reviews of the pavement design summary report for each submittal. The CONSULTANT will provide quality assurance reviews for each submittal.

#### TASK 3.16 ARTERIAL STREET LIGHTING DESIGN REPORT

#### Assumptions:

An Arterial Street Lighting Design Report is not required for this project.

# TASK 3.17 DESIGN SUMMARY REPORT

#### Assumptions:

- 1. A DCR is not required for this project; however, a Design Summary Report (DSR) will be produced.
- 2. The limits for the DSR are from the intersection of Raytheon Parkway and Aerospace Parkway south to Section 31. The DSR will include the proposed design and ultimate configuration for the intersection of Raytheon Parkway and Aerospace Parkway.
- 3. Assumes no major opposition to the project and a 6-month project schedule.
- 4. One (1) copy of the Draft and Final DSR and a digital pdf will be provided.
- **Task 3.17.1. Executive Summary/Project Overview and Description.** The CONSULTANT will prepare the executive summary and project overview and description for the Design Summary Report that supports the need for the project based on data and analysis.
- Task 3.17.2. Project Area Characteristics (Existing Conditions). The CONSULTANT will prepare the description of existing conditions, including traffic and crash data for the Design Summary Report.
- Task 3.17.3. Design Standards, Criteria and Features/Alternatives. The CONSULTANT will prepare the description of design standards and criteria and description of major design features and alternatives considered for the Design Summary Report.
- Task 3.17.4. Social, Economic, and Environmental Considerations/Stakeholder/Agency Coordination. The CONSULTANT will prepare the description of social, economic, and environmental considerations, stakeholder involvement efforts, and describe agency coordination for the Design Summary Report.
- Task 3.17.5. Noise Summary. The CONSULTANT will prepare a Noise summary with data supplied by the COUNTY for the Design Summary Report.
- Task 3.17.6. Right of Way Summary. The CONSULTANT will prepare a Right of Way Summary for the Design Summary Report.
- Task 3.17.7. Utility Summary. The CONSULTANT will prepare a Utility summary for the Design Summary Report.
- **Task 3.17.8.** Alignment Alternatives. The CONSULTANT will develop alignment alternatives based on recommendations from the Traffic Study and approved by the COUNTY. This includes developing an alignment up to Section 31 with an alignment to the Vector Space parcel.
- Task 3.17.9. Design Summary Report with Conclusions and Recommendations. The CONSULTANT will compile information developed above and from the drainage report, traffic engineering study and other reports into a Design Summary Report. Additionally, the CONSULTANT will prepare the conclusions and recommendations. The CONSULTANT will identify, develop, evaluate, and describe roadway design and project constraint avoidance alternatives; construction phasing concepts; and implementation strategy.
- **Task 3.17.10. Cost Estimate.** The CONSULTANT will prepare the preliminary project cost estimate with quantity take-off calculations based on approximate quantities of major cost items. Right-of-way costs will be provided by the COUNTY.

Task 3.17.11. Quality Control Review. The CONSULTANT will provide a quality control review of the Design Summary Report.

#### Deliverables:

- Draft & Final Design Summary Report per Section 3.17 of the Design Manual.
- Cost estimate and quantity take-off calculations.

# TASK 3.18 ENVIRONMENTAL ASSESSMENT AND MITIGATION

#### Assumptions:

- An Environmental Assessment and Mitigation Report are not required for this project.
- 2. No Riparian Areas were identified during the Project Assessment phase; therefore, the Vegetation Measurement task is not required for this project.
- 3. A Pima County On-Call environmental consultant secured through a separate contract with Pima County to provide several technical documents described within the tasks below.
- 4. Section 401 is conditionally certified, there are no unique waters in the project area, and an Individual Water Quality Certification will not be required.
- Task 3.18.1. Biological Evaluation/Wildlife Habitat. This task is to be completed by the COUNTY.
- Task 3.18.2. Prepare Jurisdictional Delineation and Clean Water Act Section 404 Permit. This task is to be completed by the COUNTY.
- Task 3.18.3. Hazardous Materials Survey. This task is to be completed by the COUNTY.
- Task 3.18.4. Cultural Resources Inventory and Report. This task is to be completed by the COUNTY.
- Task 3.18.5. Native Plant Inventory. Refer to Wheat Design Group's scope of work.
- **Task 3.18.6.** Environmental Documentation. This task will be completed by the COUNTY. The CONSULTANT will provide any necessary design input to the COUNTY and will coordinate the resulting mitigation measures and documentation required for the project special provisions.
- Task 3.18.7. Quality Control Review. The CONSULTANT will provide quality assurance reviews of the documents prepared by the County.

# TASK 3.19 RIGHT-OF-WAY ACQUISITION SUPPORT

HDR will be performing the Right-of-Way Acquisition Support for the project. Refer to HDR's scope of work for further scoping information on this Task.

#### Assumptions:

- 1. The limits for the Right-of-Way tasks are from the south right-of-way line of Aerospace Parkway beginning at the intersection of Aerospace Parkway and Raytheon Parkway to the mid-Section Line of Section 31, T15S R14E.
- 2. Survey file submittals (monumentation, horizontal and vertical control, right-of-way plans) shall be in AutoCad 2002, AutoCad 2005, or Microstation (.dgn) (V8i) format.
- The COUNTY will obtain any Rights-Of-Entry required for this project.
- 4. In development of the legal descriptions & exhibits, the HDR will be performing the following tasks:
  - a. Calculate parcel boundaries;
  - b. Calculate existing right-of-way per documentation provided;
  - c. Calculate new right-of-way/drainage easement/TCE affecting said parcels;
  - d. Calculate all acquisition areas;
  - e. Prepare Legal Description and Exhibit.
- This scope of work includes preparing two (2) separate legal descriptions with their related depiction map. Any additional legal descriptions and maps would require a contract modification.

**Task 3.19.1. Existing Right-of-Way and Easements.** HDR will perform any research, calculations, and additional survey needed to establish existing property and right-of-way lines to be affected by this project and integrate this into the mapping. Following the research, a right-of-way survey will be conducted to identify and locate any additional controlling right-of-way monumentation, property lines, or fence lines that intersect the right-of-way not found on the previous survey. Further scoping is defined within HDR's scope of work.

Task 3.19.2. Right-of-Way Plans. HDR will prepare right-of-way plans for the project as per Pima County Roadway Design Manual 3.19 and Appendix 3-P. In addition to existing information, all proposed right-of-way and/or easements required shall be shown with complete dimensions. Ownership data and areas required shall be shown. HDR will coordinate with and incorporate feedback from the COUNTY in preparing documents and in identifying properties for potential acquisition and easements. The CONSULTANT will provide HDR the line work showing the proposed right-of-way and/or easements required for the project. This line work will be the basis for HDR to correctly apply to the Right-of-Way plans. These plans shall be prepared and up-dated for each of three (3) submittals to reflect project requirements and client comments. These plans shall adhere to Pima County Drafting & Survey Standards. This scope includes work to prepare four (4) 22"x34" full size plan sheets: one (1) cover sheet, one (1) large scale section control and detail sheet, one (1) 1"=40" scale plan sheet, one (1) coordinate table/area table sheet. Further scoping for each plan submittal is defined within HDR's scope of work.

**Preliminary Proposed Right-of-Way Plans.** HDR will prepare the Preliminary Proposed Right-of-Way Plans prior to the Stage I/II Plan preparation.

**Draft Final Right-of-Way Plans.** HDR will respond to and incorporate any comments arising from the Preliminary Proposed Right-of-Way Plan submittal and prepare the Draft Final Right-of-Way Plans in conjunction with the Stage III/IV Plan preparation.

*Final Right-of-Way Plans.* HDR will respond to and incorporate any comments arising from the Draft Final Right-of-Way Plan submittal and prepare the Final Right-of-Way Plans in conjunction with the Stage V Plan preparation.

**Task 3.19.3. Maps and Legal Descriptions.** HDR will prepare the legal description of the overall project corridor along with a parcel sketch reflecting the dimensions contained in the legal description. Further scoping is defined within HDR's scope of work.

**Task 3.19.4. Stake New Right-of-Way Limits.** HDR will set permanent right-of-way monuments (18" long 1/2" rebar with RLS tag) along the proposed right-of-way at the Point of Curvature, Point of Tangency (P.C., P.T.) and intersections with existing right-of-way throughout the project corridor. These monuments shall be reflected on the right-of-way plans. Further scoping is defined within HDR's scope of work.

**Task 3.19.5. Quality Control Review.** HDR will provide a quality control review of the Right-of-way documents. The CONSULTANT will provide quality assurance reviews for each submittal. Further scoping is defined within HDR's scope of work.

# Deliverables:

- List of parcels from which right-of-way or easements will be required.
- Preliminary Proposed Right-of-Way Plans
- Draft Final Right-of-Way Plans
- · Final Right-of-Way Plans
- Maps and Legal description
- Responses to all review comments

#### TASK 3.20 PREPARATION OF CONSTRUCTION DOCUMENTS

#### Assumptions:

- 1. This scope includes the preparation of Stage I/II combined, Stage III/IV combined, and Stage V Plans, Specifications, and Estimates (PS&E) packages.
- 2. Roadway cross sections will be provided by the CONSULTANT at each Stage submittal.
- It is assumed that a comment resolution meeting with Development Services will be held at the Stage I/II combined and Stage III/IV combined submittals. These meetings are included under Task 3.2.
- 4. This scope does NOT include individual Water and Sewer Adjustment Plans/Details.
- 5. <u>Special Provisions</u> will be provided at the combined Stage III/IV submittal and finalized at the Stage V submittal.
- 6. A <u>Cost Estimate</u> will be provided at the combined Stage I/II, and combined Stage III/IV submittals and finalized at the Stage V submittal. The quantities will be provided.
- 7. All CADD base and sheet files will be completed utilizing Bentley Microstation V8 and/or V8(i).
- 8. All roadway designs will be completed utilizing Bentley InRoads V8(i).
- 9. At each Stage submittal the CONSULTANT will obtain electronic 11"x17" pdf plans from the subconsultants that will be compiled by the CONSULTANT into a single pdf used for reproduction and/or distribution.
- 10. The CONSULTANT and its subconsultants will provide 1 electronic pdf version of the plans (11"x17" and 22"x34"), Special Provisions, and cost estimate.
- 11. The extent of the Post Design Services for this contract will be limited to the Phase I Pre-Bid Services as listed in Section 3.20 of the RDM. The Phase II Post Design Services will be added by contract modification and will be based on Time and Materials compensation.
- 12. This task does not include time for developing <u>As-Built Plans</u>. Developing as-built plans will be completed by contract modification.

Task 3.20.1. Stage I/II – (Design Concept / Initial Construction Plans-30%). The CONSULTANT will develop combined Stage I/II Plans that will include pavement sections, typical sections, horizontal control sheets, roadway plan and profiles, pavement marking, erosion control plans and details, cross sections (50' intervals), and a Stage I/II cost estimate for the project.

The Stage I/II design will utilize the latest available PAG Aerial and DTM information, along with cultural surveys completed - since it is anticipated that the digitized mapping will not be complete at that time.

HDR will provide drainage and related PS&E documents and right-of-way plans, Kimley-Horn will provide any signal related PS&E documents, and Wheat Design Group will provide any landscaping PS&E documents. Further scoping is defined within HDR, Kimley-Horn, and Wheat Design's scope of work.

Task 3.20.2. Stage III/IV – (Preliminary Construction / Draft Final Plans-75%). The CONSULTANT will develop combined Stage III/IV Plans that will include pavement sections; typical sections; summary sheets; roadway plan and profiles and detail sheets; horizontal control sheets; demolition and staking plans; right-of-way plans; signing and pavement marking; traffic signal modification plans, cross sections (50' intervals), erosion control plans and details, and Stage III/IV cost estimate to update the CMAR cost model and Special Provisions for the project. The PS&E will include revisions from the Stage I/II Development Services meeting and Value Engineering/Constructability Reviews. The CONSULTANT will refine the InRoads templates and earthwork modeling.

HDR will provide any drainage and related PS&E documents and right-of-way plans, Kimley-Horn will provide any signal related PS&E documents, and Wheat Design Group will provide any landscaping PS&E documents. Further scoping is defined within HDR, Kimley-Horn, and Wheat Design's scope of work.

Task 3.20.3. Stage V – (Final Plans-100%). The CONSULTANT will develop Stage V Plans that will include revisions from the Stage III/IV Development Services meeting, Value Engineering/Constructability Reviews and the final cost estimate to update the CMAR cost model and Special Provisions for the project.

HDR will provide any drainage related PS&E documents and right-of-way plans, Kimley-Horn will provide any signal related PS&E documents, and Wheat Design Group will provide any landscaping and erosion control PS&E documents. Further scoping is defined within HDR, Kimley-Horn, and Wheat Design's scope of work.

**Task 3.20.4. Quality Control Review.** The CONSULTANT and subconsultants will provide quality control reviews of each Stage submittal PS&E documents. The CONSULTANT will provide quality assurance reviews for each submittal. Further scoping is defined within HDR, Kimley-Horn, Golder, and Wheat Design's scope of work.

#### Deliverables:

- Stage I/II (Design Concept / Initial Construction Plans-30%) Plans and Cost Estimates per the RDM Checklist Appendix 3-R
- Stage III/IV (Preliminary Construction / Draft Final Plans-75%) Plans, Specs, and Cost Estimates per the RDM Checklist Appendix 3-R, reflecting revisions to the Stage I/II submittal.
- Stage V (Final Plans-100%) Plans, Specs, and Cost Estimates reflecting revisions to the Stage III/IV submittal.
- Quantity Tabulations for each Cost Estimate produced
- Responses to all formal review comments.

# EXHIBIT B: CONSULTANT FEE PROPOSAL (9 pages)

# **AECOM**

# PIMA COUNTY FEE ESTIMATE SUMMARY

A	COM						
PROJECT:		& Design Engineering Services:  - Raytheon Parkway Southern Extern	DATE:	2/13/2017			
PREPARED BY:	Jody Rodriguez, PE		CONTRACT NO.:	TBD			
EFFECTIVE DATE:	3/7/2017		CONSULTANT:	AECOM .			
CONTRACT TIME:	6-Months from N.T.	P.	CONTRACT TYPE:	Cost Plus Fixed Fee			
COMPENSATION:	CPFF						
DIRECT LABOR COS	Τ .		HOURS	HOURLY RATE	LABOR COST		
		CLASSIFICATION Project Principal Project Manager Senior Project Engineer Project Engineer/Planner Drafting/CADD/Graphics Project Admin	8 207 230 257 227 88	\$89.20 \$69.01 \$52.38 \$41.93 \$32.56 \$34.71	\$713.60 \$14,285.07 \$12,047.40 \$10,776.01 \$7,391.12 \$3,054.48		
(A) Direct Labor			1017 Hrs.			\$48,268	
OVERHEAD							
(B) OH Rate x (A	A)	or	139.140% x	\$48,268 =		\$67,160	
PROFIT							
(C) % Profit Rate	e x (A+B)	or	10.0% x	\$115,427 =		\$11,543	
ESTIMATED OTHER	DIRECT EXPENSES						
TRAVEL (PI	hoenix Staff)			1	\$0		
COMMUNIC	CATIONS			=	\$375		
REPRODUC	TIONS			=	\$1,112		
EXHIBITS				=	\$160		
SPECIALIZI	ED VENDORS				\$0		
(D) Estimated Ot	her Direct Expenses			-		\$1,647	
(E) ESTIMATEI	OUTSIDE SERVICES	& SUBCONSULTANT COSTS					
HDR Engine	ering, Inc.			=	\$89,923		
Kimley Horn	Associates, Inc.			=	*****		
Wheat Design				=			
Golder Associ				-	\$11,302		
(F) TOTAL COS	T FOR ALL SUBCONS	ULTANT & OUTSIDE SERVICES		=		\$159,982	
ADDITIONAL SERVICE			•	=		\$20,000	
POST DESIGN SERVI	CES		,	: =		\$20,000	
ESTIMATED FEES							

(G) TOTAL CONSULTANT FEE

\$328,599

<sup>\*</sup> The cost estimates included in this proposal are valid for six months from the date of submittal. If the proposal is accepted after said period, AECOM reserves the right to review and retain or modify the cost estimates stated herein in order to appropriately reflect changing costs and salaries and similar economic considerations. Any changes to this scope of work may require a modified estimate.

<sup>\*\*</sup>Totals may not sum due to rounding.

	Classification						
Task	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Drafter	Project Admin	Totals
31							
Project Management:							
3.1.1 - (PM - 6 Months @ 8 hrs/Mth) Project Management Tasks	4	48				40	92
31							
Quality Control Process:							
3.2.1 - Quality Control Plan	4	4				4	12
3.2.2 - Meetings and Communication							
(1 @ 2 hrs) Kickoff Meeting		2		2	1	4	8
(1 @ 4 hrs) Project Field Meeting w/(CMAR & Team #2)		4		4			8
(6 @ 2 hrs) Monthly Project Progress/Utility meetings		18	12	12			42
(2 @ 4 hrs) Stage Submittal Development Services Meetings		8	8	8		8	32
Graphics/Handouts/Summaries		2		8			10
Subtotal	0	34	20	34	0	12	100
3.2.3 - Schedule (Create & Maintain Project Schedule)		8					8
(6 @ 2 hrs) Monthly Schedule Updates		12					12
Subtotal	0	20	0	0	0	0	20
Total	4	58	20	34	0	16	132
Utility Coordination:						-	
3.3.1 - Utility Base File Creation			8	8	12		28
3.3.2 - Data Gathering, Prelim Design Notifications, As-Built Requests				8	8		16
3.3.3 - Design Coordination, Utility Impact Identification							
(2 meetings @ 1 hr) Individual Utility Coordination Meetings		2	2				4
3.3.4 - Utility Mitigation Measures		8	16	16	16		56
3.3.5 Quality Control Review		8					8
Total	0	18	26	32	36	0	112
		1			And the same of th	- Sc C	
Public Participation:							
3.4.1 - Public Meetings (N/A)							
Subtotal	0	0	0	0	0	0	0
3.4.2 - One-on-One Property Owner Meetings (4 @ 2 hrs)		8				8	16
3.4.3 - Quality Control Review		4					4
Total	0	12	0	0	0	8	20
iota	0	12	0	0	0	0	20

	Classification						
Task	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Drafter	Project Admin	Totals
					and the same of th		ner attitues become feets
Federal, State and Local Coordination:							
N/							
Tot	al 0	0	0	0	0	0	0
29							
Public Art:							
N/							
Tot	al 0	0	0	0	0	0	0
Data Gathering:							
3.7.1 - Gather Existing Information			4	8			12
3.7.2 - Site Visits During Project Design			4	4			8
3.7.3 - Quality Control Review		4					4
Tot	al 0	4	8	12	0	0	24
Environmental Impact Screening:							
N/							
Tot	1 0	0	0	0	0	0	0
				-			A STATE OF THE PARTY OF THE PAR
Location Report:							
N/							
Tot	0	0	0	0	0	0	0
10							
Survey and Mapping:							
3.10.1 - Initial Planning and Reconnaissance							0
3.10.2 - Horizontal Control & Vertical Traverse							0
3.10.3 - Aerial Mapping							0
3.10.4 - Utility Surveys							0
3.10.5 - Culture Surveys							0
3.10.6 - Right-of-way Surveys							0
		4					1
3.10.7 - Quality Control Review of Survey and Mapping  Tot:		1					1

	Classification						
Task	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Drafter	Project Admin	Totals
2.17							
Drainage Report:							
3.11.1 - Review Existing Plans and Reports							0
3.11.2 - Peak Discharge Determination							0
3.11.3 - Existing Conditions 3.11.4 - Hydraulic Calculations							0
3.11.4 - Hydraulic Calculations							0
3.11.5 - Drainage Reports							0
Draft Drainage Memo (Preliminary Drainage Concept)							0
Final Drainage Memo							0
Subtotal	0	0	0	0	0	0	0
3.11.6 - Quality Control Review		1					
Total	0	11	0	0	0	0	1
248							
Geotechnical Investigation:							
3.12.1 - Geotechnical Investigations							0
3,12,2 - Geotechnical Memorandum							0
Draft Memorandum							0
Draft/Final Memorandum							0
Final Memorandum							0
Subtotal	0	0	0	0	0	0	0
3.12.3 - Quality Control Review		. 1					
Total	0	1	0	0	0	0	1
511							
Pavement Design Report:							Name and Address of the Association of the Associat
3.13.1 - Pavement Design Summary							0
Draft Summary							0
Final Summary							0
Subtotal	0	0	0	0	0	0	0
3.13.2 - Quality Control Review		1					1
Total	0	1	0	0	0	0	1
30							
Bridge Structure Selection Report:							
N/A					0	0	0
Total	0	0	0	0	0	0	0

	Classification							
Task	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Drafter	Project Admin	Totals	
215								
Traffic Engineering Study:								
3.15.1 - Traffic Engineering Technical Memorandum								
Existing Conditions							0	
Future Conditions							0	
Proposed Improvements							0	
Draft Memorandum							0	
Final Memorandum							0	
Subtotal	0	0	0	0	0	0	0	
3.15.2 - Quality Control Review		1					1	
Total	0	1	0	0	0	0	1	
3.00								
Arterial Street Lighting Design Report:			-					
N/A		-			_			
Total	0	0	0	0	0	0	0	
57								
Design Summary Report:					70.00		A STATE OF THE PARTY OF THE PAR	
3.17.1 - Executive Summary/Project Overview and Description			8	4			12	
3.17.2 - Project Area Characteristics (Existing Conditions)			2	4			6	
3.17.3 - Design Standards, Criteria and Features/Alternatives			8			-	8	
3.17.4 - Social, Economic, and Environmental Considerations/Public Involvement Efforts/Agency Coordination			4	4			8	
3.17.5 - Noise Summary		2	-	-			2	
3.17.6 - Right of Way Summary		2					2	
3.17.7 - Utility Summary		2					2	
3.17.8 - Alignment Alternatives			8		8		16	
3.17.9 - Design Summary Report with Conclusions and Recommendations		4	0		0	16	20	
3.17.10 - Cost Estimate		4	8			10	8	
3.17.11 - Quality Control Review		4	0				4	
3.17.11 - Quality Control Review Total	0	14	38	12	8	16	88	
Total	-	14	30	12	0	10	00	
Environmental Assessment/Mitigation:								
3.18.1 - Biological Evaluation/Wildlife Habitat (by On-Call)								
3.18.2 - Prepare J.D. and Clean Water Act 404 Permit (by On-Call)								
3.18.3 - Hazardous Materials Survey (by On-Call)								
3.18.4 - Cultural Resources Inventory and Report (by On-Call)								
3.18.5 - Native Plant Inventory (by Wheat Design Group)								
3.18.6 - Environmental Documentation (by County)		-						
3.18.7 - Quality Control Review		1		-				
EAM Total	0	1	0	0	0	0	1	
EAM Total	U				U			

	Classification						
Task	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Drafter	Project Admin	Totals
3.79							
Right of Way Acquisition Support:							
3.19.1 - Existing Right-of-Way and Easements							0
3.19.2 - Right-of-Way Plans							
Preliminary Proposed R/W Plans							0
Draft / Final R/W Plans							0
Final R/W Plans							. 0
Subtotal	0	0	0	0	0	0	0
3.19.3 - Maps and Legal Descriptions							0
3.19.4 - Stake New Right-of-Way Limits							0
3.19.5 - Quality Control Review		1					1
ROW Total	0	1	0	0	0	0	1
Preparation of Construction Documents:			-				
Task 3.20.1. Stage I/II – (Design Concept / Initial Construction Plans-30%)							
Cover				1	1		2
General Notes			2		4		6
Design Data & Pavement Sections			2		4		6
Typical Sections			2		4		6
Horizontal Control Sheets			4	4	8		16
P&P Sheets			4	4	8		16
Marking			4	4	8		16
Compilation and translation of PAG Supplied Data Layers, LIDAR, and AERIALS			4	8			12
Stage I/II Cost Estimate		4	4	4			12
Stage VII Total	0	4	26	25	37	0	92
Task 3.20.2. Stage III/IV - (Preliminary Construction / Draft Final Plans-75%)							2
Cover				1	1		2
General Notes				2	2		6
Design Data & Pavement Sections				2	4		6
Typical Sections				2	4		
Summary Sheets			4	8	16		28
Roadway Details			4	8	16		28
Horizontal Control Sheets			2	2	4		8
Staking Plans			2	16	16		34
Drainage Details				40	40		0
P&P Sheets			2	16	16		34
Cross Culvert Details							
Cross Culvert P&P			-	-			0
Channel P&P			-	-	-		0
Signing and Marking				8	8		16
Signing Summary		-	-	8	8		16
Traffic Signal Plans			2				2
Landscaping Plans			2			-	2
Frosion Control Plans		-	2				2
Water Modification Plan			2	4	2		8
Sewer Modification Plan			2	4	2		8
Value Engineering/Constructability Reviews		8	8				16
Stage III/IV Cost Estimate		4	8	4			16
Stage III/IV Special Provisions Stage III/IV Total	0	20	16 56	85	99	4	28 264

Task	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Drafter	Project Admin	Totals
Task 3.20.3. Stage V – (Final Plans-100%)							
Cover				1	1		2
General Notes		<del> </del>		2	2		4
Design Data & Pavement Sections				2	2		4
Typical Sections				2	2		4
Summary Sheets	<u> </u>		4	8	4		16
Roadway Details			8	8	8		24
Horizontal Control Sheets			2	2			4
Staking Plans			2	8	8		18
Drainage Details			<del></del>				0
P&P Sheets			2	8	8		18
Cross Culvert Details							0
Cross Culvert P&P							0
Channel P&P							0
Signing and Marking				4	4		8
Signing Summary				4	4		8
Traffic Signal Plans			2				2
Landscaping Plans			2				2
Erosion Control Plans			2				2
Water Modification Plan				2	2		4
Sewer Modification Plan				2	2		4
Value Engineering/Constructability Reviews		4	4				8
Stage V Cost Estimate		2	4	4			10
Stage V Final Special Provisions		8	16			4	28
Stage V Total	0	14	48	57	47	4	170
3.20.4 - Quality Control Review	0	8	8	0	0	0	16
Preparation of Construction Documents Total	0	46	138	167	183	8	542
PROJECT Workhours Total	8	207	230	257	227	88	1017

# **EXHIBIT A: ESTIMATED DIRECT EXPENSES**

TRAVEL:	Phoenix Sta Mileage:	aff # of Trips	0	avg. mi. per trip	220	<u>Cost/mi.</u> \$0.55	<u>Cost</u> \$0.00			
	Car:	# of Trips	0			Cost/trip \$150.00	<u>Cost</u> \$0.00			
	Air:	# of Trips				Cost/trip	<u>Cost</u> \$0.00			
	Lodging:	<u>Nights</u>	0 Exhib	People bit A	0	Cost/night \$65.00	<u>Cost</u> \$0.00			
	Per Diem:	<u>Meal</u> Breakfast Lunch Dinner		# of Meals	0 0	Cost/Meal \$8.00 \$12.00 \$15.00	Cost \$0.00 \$0.00 \$0.00			\$0
							TOTAL TRAVEL -			<b>\$</b> 0
COMMUN	ICATIONS	Fed-Ex, DDS	Delivery,	etc.		No. of Deliveries 25	Cost per Delivery \$15.00	<u>Cost</u> \$375.00 \$0.00		
		Project Websi Web Hosting Web Hosting	Setup	6 months @	D \$50	/month)	TOTAL COMMUNI	\$0.00 \$0.00		<b>#275</b>
							TOTAL COMMUNI	CATIONS =		\$375
REPRODU	Plan Subm	ittal/Reports Re Association of				T B) to and DEM/LIDAR			\$80 \$500	
	Copies oth	er than reports Color Copies 8 1/2"x11" 11"x17" (Exhii Black & White 8 1/2"x11" 11"x17"	Copies			No. of Copies 250 100 250 200	Cost per Copy \$1.00 \$1.50 \$0.25 \$0.35	<u>Cost</u> \$250.00 \$150.00 \$62.50 \$70.00		
		PS&E 24"x36	iviyiars				\$10.00 TOTAL REPRODU	\$0.00 ICTIONS =		\$1,112
EXHIBITS	:									
		chibits on Aerial ing Exhibits on			cale	No. of Copies 10 10	Cost per Copy \$8.00 \$8.00	Cost \$80.00 \$80.00		
							TOTAL EXHIBITS	=		\$160
SPECIALI	ZED VENDO	RS:						Cost \$0.00 \$0.00		
							TOTAL SPECIALIZ	ED VENDORS	=	\$0
							TOTAL OF DIREC	TEXPENSE ITE	-MS =	\$1,647

#### **EXHIBIT B: PLAN SUBMITTAL/REPORTS REPRODUCTION**

	Covers		Black & V	Vhite			Color Cor	pies				
	&	81	/2"x11"	1	1"x17"	81	/2"x11"		11'x17"	COST PER	No. of	
Type of Report	Binding	Pages	Cost per Copy	REPORT	Copies	TOTAL						
3.2.1 - Quality Control Plan	\$5.00	20	\$1.00	0	\$0.35	0	\$0.75	0	\$1.50	\$25.00	1	\$25
3.20.1 - Stage I/II Plans	\$5.00	0	\$0.25	17	\$0.35	0	\$0.75	0	\$1.50	\$10.95	1	\$11
3.20.2 - Stage III/IV Plans	\$5.00	0	\$0.25	48	\$0.35	0	\$0.75	0	\$1.50	\$21.80	1	\$22
3.20.3 - Stage V Plans	\$5.00	0	\$0.25	48	\$0.35	0	\$0.75	0	\$1.50	\$21.80	1	\$22
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										REPORTS TOTA	L=	\$80



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/Dowwy) 02/14/2017

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.

1	he te	ORTANT: If the certificate holder erms and conditions of the policy, ficate holder in lieu of such endors	cert	ain p	olicies may require an e	policy( ndorse	ies) must be ment. A sta	e endorsed. Itement on th	If SUBROGATION IS certificate do	ON IS W es not c	AIVE onfer	D, subject to rights to the
-	DDUC		,,,,,,	(3)		CONTA	CT					
		Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street				PHONE (A/C, No E-MAIL	o, Ext):			FAX (A/C, No):		
Los Angeles, CA 90017						E-MAIL ADDRESS:						NAIC#
061	Attn: LosAngeles.CertRequest@Marsh.Com 06510 -STND-GAUE-16-17 06 2019						INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company					16535
	URED				2019	INSURER A : ZUIGH AMERICAN INSURING COMPANY  INSURER B : N/A					N/A	
		AECOM						ion Insurance Co				27960
		AECOM Technical Services, Inc. 333 E. Wetmore Road, Suite 400						ion madrando do				27000
		Tucson, AZ 85712				INSURE						
						INSURE						-
CC	VE	RAGES CER	TIFIC	ATE	NUMBER:	LOS	-002058133-01		REVISION NUM	ABER:		
1	THIS NDIC CERT	IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RE TIFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	OF I	NSUF REME AIN,	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN'	Y CONTRACT	T OR OTHER I ES DESCRIBEI	DOCUMENT WITH D HEREIN IS SUI	1 RESPE	CT TO	WHICH THIS
INSI				SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP		LIMIT	s	
A	X		INSD	WAD	GLO 5965891 08		04/01/2016	04/01/2017	EACH OCCURRENCE		\$	1,000,000
	-	CLAIMS-MADE X OCCUR							DAMAGE TO RENTI PREMISES (Ea occu	ED.	\$	1,000,000
									MED EXP (Any one		\$	5,000
								i i	PERSONAL & ADV		\$	1,000,000
	GE	EN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG		\$	2,000,000
	X	7 700							PRODUCTS - COMP		\$	2,000,000
		OTHER:									\$	
Α	AU	JTOMOBILE LIABILITY		_	BAP 5965893 08		04/01/2016	04/01/2017	COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000
	X	ANY AUTO	-						BODILY INJURY (Pe	er person)	\$	
		ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Pe	er accident)	\$	
		HIRED AUTOS NON-OWNED AUTOS		i					PROPERTY DAMAG (Per accident)	SE.	\$	
		70100									\$	
		UMBRELLA LIAB OCCUR							EACH OCCURRENC	DE	\$	
		EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
		DED RETENTION\$	1								\$	
		ORKERS COMPENSATION ID EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
	AN	Y PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDE	NT	\$	
	(Ma	FICER/MEMBER EXCLUDED? andatory in NH)	" "						E.L. DISEASE - EA	EMPLOYEE	\$	
	If ye	es, describe under SCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$	
С	AR	RCHITECTS & ENG.			EON G21654693		04/01/2016	04/01/2017	Per Claim/Agg			\$2,000,000
	PR	ROFESSIONAL LIAB.			"CLAIMS MADE"				Defense Included			
Pin the and	Client na Cou named AL. 1	PTION OF OPERATIONS / LOCATIONS / VEHIC t Reference No.: 4AERO2, Aerospace Parkway N unty, its departments, districts, boards, commission and insured and where required by written contract. This insurance is primary and non-contributory of coverages.	Widenir	ng: Pha icers, c ctual Li	ase 1 Southern Extension (4AERO2 officials, agents, and employees are ability is included in the General Lia	2) named as ability cove	s additional insure erage. Waiver of	ed for GL & AL cov	verages, but only as re plicable where required	by written	contract	with respect to GL
CI	RTI	IFICATE HOLDER				CAN	ELLATION					
		Pima County Public Works Attn: Nancy Cole / Project Manager 201 N Stone Avenue Tucson, AZ 85713				SHC THE ACC	OULD ANY OF EXPIRATIO CORDANCE W	THE ABOVE D IN DATE TH	DESCRIBED POLICE EREOF, NOTICE CY PROVISIONS.			
						AUTHO	RIZED KEP KES	ENTATIVE				

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of Marsh Risk & Insurance Services

James L. Vogel

POLICY NUMBER: BAP 5965893-08

COMMERCIAL AUTO CA 20 48 10 13

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

#### Named Insured:

AECOM and Its Subsidiaries

**Endorsement Effective Date:** 

04/01/2016

#### **SCHEDULE**

# Name Of Person(s) Or Organization(s):

ONLY THOSE WHERE REQUIRED BY WRITTEN CONTRACT.

Any person or organization to whom or to which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

AECOM and Its Subsidiaries BAP 5965893-08 Eff 04/01/2016

POLICY NUMBER: BAP 5965893-08

COMMERCIAL AUTO CA 04 44 10 13

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	AECOM and its Subsidiaries
Endorsement Eff	ective Date:
04/01/2016	

#### **SCHEDULE**

Name(s) Of Person(s) Or Organization(s):	
Only those where required by written contract	

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: GLO 5965891-08

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):				
Only those where required by written contract.				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - In the performance of your ongoing operations; or
  - In connection with your premises owned by or rented to you.

# However:

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

- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- C. For the purposes of the coverage provided by this endorsement.
  - The following is added to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

#### Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other in surance available to an additional insured provided that

- a. The additional insured is a Named Insured under such other insurance, and
- b. You are required by writt en contract of writtein agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions.

This insurance is excess over

Any of the other in surance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1881-8 CW/(04/13)

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AECOM and Its Subsidiaries GLO 5965891-08 Eff 04/01/2016

# Additional Insured-Owners, Lessees or Contractors (Primary Insurance)



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Addl. Prem	Return Prem.
GLO 5965891-08	04/01/2016	04/01/2017	04/01/2016	75320-000		

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

#### SCHEDULE

#### Name of Person or Organization:

Only those as required by written contract

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person or organization shown in the Schedule above, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

#### However

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
- If coverage provided to the additional insured is required by a written contract of written agreement, the insurance
  afforded to such additional insured will not be broader than that which you are required by the written contract or
  written agreement to provide for such additional insured.
- With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits of Insurance;

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

- 1 Required by the written contract or written agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

U-GL-1081-B GW (04/13) Page 1 of 2

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AECOM and Its Subsidiaries GLO 5965891-08 Eff 04/01/2016

POLICY NUMBER: GLO 5965891-08

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

#### SCHEDULE

Name Of Person Or Organization:
Only those where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

© 1988-2015 ACORD CORPORATION. All rights reserved.

DATE (MM/DD/YYYY) 2/14/2017

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.

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). CONTACT NAME: PRODUCER Lockton Insurance Brokers, LLC PHONE (A/C, No. Ext): E-MAIL 725 S. Figueroa Street, 35th Fl. FAX (A/C, No) CA License #0F15767 ADDRESS Los Angeles CA 90017 NAIC # INSURER(S) AFFORDING COVERAGE (213) 689-0065 INSURER A: \*\*\* SEE ATTACHMENT \*\*\* INSURED INSURER B **AECOM** 1392522 AECOM Technical Services, Inc. INSURER C 333 E. Wetmore, Ste. 400 INSURER D Tuscon AZ 85705 INSURER E INSURER F COVERAGES AECTE01 **CERTIFICATE NUMBER:** 14511506 **REVISION NUMBER:** XXXXXXX 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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE INSD WVD POLICY NUMBER COMMERCIAL GENERAL LIABILITY \$ XXXXXXX NOT APPLICABLE EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea occurrence) \$ XXXXXXX MED EXP (Any one person) \$ XXXXXXX PERSONAL & ADV INJURY \$ XXXXXXX GENERAL AGGREGATE \$ XXXXXXX GE N'L AGGREGATE LIMIT APPLIES PER LOC PRODUCTS - COMP/OP AGG \$ XXXXXXX POLICY OTHER: COMBINED SINGLE LIMIT NOT APPLICABLE AU TOMOBILE LIABILITY \$ XXXXXXX (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ XXXXXXX OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE \$ XXXXXXX AUTOS ONLY (Per accident) \$ XXXXXXX UMBRELLA LIAB NOT APPLICABLE OCCUR **EACH OCCURRENCE** \$ XXXXXXX **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ XXXXXXXX \$ XXXXXXX DED RETENTION \$ WC)RKERS COMPENSATION X PER STATUTE SEE ATTACHED ACORD 101 1/1/2017 1/1/2018 AN D EMPLOYERS' LIABILITY AN Y PROPRIETOR/PARTNER/EXECUTIVE
OF FICER/MEMBER EXCLUDED: E.L. EACH ACCIDENT \$ 1,000,000 N E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 (M: andatory in NH) If y es, describe under DE:SCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 DESCRIPTION OF OPERATIONS AND ATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Notice of Cancellation applies per attached endorsement. Re: Aerospace Parkway Widening: Phase 1 Southern Extension (4AERO2). Waiver of Subrogation applies per atta ched endorsement(s) or policy language. CERT IFICATE HOLDER **CANCELLATION** See Attachments 14511506 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Pima County Public Works THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Nancy Cole, Project Manager ACCORDANCE WITH THE POLICY PROVISIONS. 201 N. Stone Ave. Tucson AZ 85713 AUTHORIZED REPRESENTATIVE

# ACORD 101

Policy #	Issuing Company	State(s) Covered
0910715	The Insurance Company of the State of Pennsylvania - NAIC #19429	ОН
014629409	The Insurance Company of the State of Pennsylvania - NAIC #19429	FL
014629410	The Insurance Company of the State of Pennsylvania - NAIC #19429	ME
014629404	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY
014629408	The Insurance Company of the State of Pennsylvania - NAIC #19429	MA,ND,OH,WA,WI,WY
014629406	American Home Assurance Company - NAIC #19380	CA
014629407	The Insurance Company of the State of Pennsylvania - NAIC #19429	AK, AL, AR, AZ, CO, CT, DC, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY,OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV
014629403	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,WA - NWP Entity Only
014629405	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO,ID,NM,SC,TN - NWP Entity Only
014629411	The Insurance Company of the State of Pennsylvania - NAIC #19429	TN - project specific policy for CH2M Oak Ridge, LLC
014629412	The Insurance Company of the State of Pennsylvania - NAIC #19429	NV Combat Support Services

Miscellaneous Attachment: M503712 Master ID: 1392522, Certificate ID: 14511506

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2017

forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to

AECOM

AECOM Technical Services, Inc.

By \*\*\* SEE ATTACHMENT \*\*\*

# LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
- (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
- (b) the email address of a contact at each such entity; and
- 3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

- 1. Name d Insured means the first named employer in Item 1 of the Information Page of this policy.
- 2. Insurer means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58 (Ed. 04/11)

Attachment Code: D461827

Master ID: 1392522, Certificate ID: 14511506

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

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

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 1/1/2017

forms a part of Policy No. See Attached Form 101

Issued to AECOM

AECOM Technical Services, Inc.

# By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Premium INCLUDED

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

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

#### **Schedule**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,

2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington

WC 00 03 13 (Ed. 4-84)

Attachment Code: D468447 Certificate ID: 14511506