



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/02/18

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Kimley-Horn and Associates, Inc. (Headquarters: Phoenix, AZ)

**\*Project Title/Description:**

Santa Cruz River: Irvington to Drexel East Bank Improvements (5SCRIR)

**\*Purpose:**

Award: Contract No. CT-FC-19-177. This award of contract is to provide design engineering services in a not-to-exceed amount of \$329,405.00 for a contract term from 10/02/18 to 06/30/20. Administering Department: Flood Control.

**\*Procurement Method:**

Pursuant to the Direct Selection authority of A.R.S. § 34-103, award for Requisition No. 313322 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 Memo and Contract.

**\*Program Goals/Predicted Outcomes:**

The program goals and predicted outcomes include repairs to sinkholes and erosion and irrigation, refurbishment of pathways, post and cable and handrail, install new irrigation, water harvesting basins, and seeding and planting.

**\*Public Benefit:**

Per an Intergovernmental agreement between the City of Tucson and Pima County, the river park will transfer to the District for operation and maintenance. These improvements are the first step for the transfer of the river park to the District.

**\*Metrics Available to Measure Performance:**

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

**\*Retroactive:**

No.

To: COB - 9-19-18  
VCL - 1  
PJS - H4  
(11)

Revised 5/2018

**Contract / Award Information**

Document Type: CT Department Code: FC Contract Number (i.e.,15-123): 19-177  
Effective Date: 10/02/18 Termination Date: 06/30/20 Prior Contract Number (Synergen/CMS):  
☒ Expense Amount: \$\* 329,405.00 ☐ Revenue Amount: \$

\*Funding Source(s) required: Flood Control Non-Bond Projects  
(Flood Control Tax Levy)

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

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

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

**Amendment / Revised Award Information**

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

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$

Is there revenue included? ☐ Yes ☐ No If Yes \$

\*Funding Source(s) required:

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

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Effective Date: Termination Date: Amendment Number:

☐ Match Amount: \$ ☐ Revenue Amount: \$

\*All Funding Source(s) required:

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ %

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ %

\*Funding Source:

\*If Federal funds are received, is funding coming directly from the  
Federal government or passed through other organization(s)?

Contact: Matt Sage, Procurement Officer

Department: Procurement Telephone: 724-8586

Department Director Signature/Date: 9/13/18

Deputy County Administrator Signature/Date: 9/17/18

County Administrator Signature/Date: 9/17/18  
(Required for Board Agenda/Addendum Items)

DATE: August 6, 2018

TO: Mary Jo Furphy, Director  
Procurement Department

FROM: Suzanne Shields, P.E.

Director

SUBJECT: Santa Cruz River: Irvington to Drexel East Bank Improvements – Direct Select

This contract is for design and construction documents for the Santa Cruz River: Irvington to Drexel East Bank Improvements (River Park) and covers the top of bank improvements.

The River Park project, per Intergovernmental Agreement (IGA) CT 17\*374, will move operations and maintenance of this section from the City of Tucson (City) to the Regional Flood Control District (District). Currently, the east bank is closed due to sinkholes, erosion and irrigation issues that need to be corrected prior to the transfer. Therefore, as stipulated in the Intergovernmental Agreement (IGA), the District will manage and fund the design contract and the City will manage and fund the construction of improvements. The improvements include repairs to sinkholes and erosion, refurbishing pathways, post and cable and handrail, installing new irrigation, water-harvesting basins, seeding and planting.

The District would like to enter into a Direct Select Contract with Kimley-Horn and Associates, Inc., for design and construction documents for the River Park. The estimated contract value is \$270,000. With the final value to be determined after approval. The administering department recommends the Kimley-Horn and Associates due to their past experience with design of adjacent river park projects and knowledge specific to the area gained over the course of their prior work. Additionally, Kimley-Horn and Associates, Inc., is on the Flood Control Engineering Qualified Consultants List (MA 14\*0335). A.R.S. § 34-103 and Board of Supervisors' Policy D29.1 C. I. provides authority for direct selection.

Please let me know if you have any questions.

SS/tj

c: Carmine DeBonis, Deputy County Administrator – Public Works  
Eric Shepp, P.E., Deputy Director – Regional Flood Control District  
Andy Dinauer, P.E., Deputy Director – Regional Flood Control District  
Deirdre Brosnihan, P.E., Civil Engineer – Regional Flood Control District

APPROVED / DENIED

  
Mary Jo Furphy, Procurement Director

8/6/18  
Date

<b>PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT</b>									
<b>PROJECT:</b>	Santa Cruz River: Irvington to Drexel East Bank Improvements (5SCRIR)								
<b>CONSULTANT:</b>	Kimley-Horn and Associates, Inc. 333 East Wetmore Road, Suite 280 Tucson, Arizona 85705								
<b>AMOUNT:</b>	\$329,405.00								
<b>FUNDING:</b>	Flood Control Non-Bond Projects (Flood Control Tax Levy)								
<table border="1"> <tr> <td colspan="2"><b>CONTRACT</b></td> </tr> <tr> <td><b>NO.</b></td> <td><u>CT-FC-19-177</u></td> </tr> <tr> <td><b>AMENDMENT NO.</b></td> <td>_____</td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>		<b>CONTRACT</b>		<b>NO.</b>	<u>CT-FC-19-177</u>	<b>AMENDMENT NO.</b>	_____	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
<b>CONTRACT</b>									
<b>NO.</b>	<u>CT-FC-19-177</u>								
<b>AMENDMENT NO.</b>	_____								
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 Regional Flood Control District, a special taxing District under A.R.S. Title 48, hereinafter called DISTRICT, and Kimley-Horn and Associates, Inc., hereinafter called CONSULTANT, collectively referred to as the Parties.

### **WITNESSETH**

**WHEREAS**, DISTRICT requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide design engineering services for the Santa Cruz River: Irvington to Drexel East Bank Improvements Project; and

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

**WHEREAS**, CONSULTANT has past experience with the design of adjacent river park projects and knowledge specific to the area gained through their prior work, CONSULTANT was determined under the direct select provisions of A.R.S. §34-103 to be the best source for said work; and

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

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

#### **ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract as approved by the Board of Directors commences on the October 2, 2018, date, and terminates on June 30, 2020, unless sooner terminated or further extended pursuant to the provisions of this Contract.

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

#### **ARTICLE 2 – SCOPE OF SERVICES**

CONSULTANT agrees to provide Design Engineering Services for the Project for the DISTRICT as described in **EXHIBIT A: SCOPE OF WORK** (8 pages), attached to this Contract.

#### **ARTICLE 3 – COMPENSATION AND PAYMENT**

In consideration of the services specified in this Contract, DISTRICT agrees to pay CONSULTANT Not to Exceed Three Hundred Twenty-Nine Thousand Four Hundred Five Dollars and Zero Cents (\$329,405.00).

CONSULTANT'S fees will be as stated in **EXHIBIT B: CONSULTANT FEE PROPOSAL** (18 pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. DISTRICT may consider adjustments to rates in connection with any extensions of the Contract term.

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

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

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

#### **ARTICLE 4 – INSURANCE**

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

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

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

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

4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 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 DISTRICT Sole Proprietor or Independent CONSULTANT waiver form.

4.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

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

#### 4.2 Additional Insurance Requirements:

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

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

#### 4.3 Notice of Cancellation:

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

#### 4.4 Verification of Coverage:

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

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

#### 4.5 Approval and Modifications:

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

### **ARTICLE 5 – INDEMNIFICATION**

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

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

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

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

#### **ARTICLE 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 DISTRICT relied upon in making this Contract, CONSULTANT will obtain the approval of DISTRICT.

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

#### **ARTICLE 9 – NON-WAIVER**

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

#### **ARTICLE 10 – SUBCONSULTANT**

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

#### **ARTICLE 11 – NON-ASSIGNMENT**

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

## **ARTICLE 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 **including flow down of all provisions and requirements to any SUBCONSULTANTS**. During the performance of this Contract, CONSULTANT will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

## **ARTICLE 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 DISTRICT, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the DISTRICT under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

## **ARTICLE 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 DISTRICT of the default, DISTRICT may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, DISTRICT may take over the work and complete it by Contract or otherwise. The CONSULTANT and its sureties, if any, will be liable for any damage to the DISTRICT resulting from CONSULTANT'S default, including any increased costs incurred by DISTRICT in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
  - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
  - 3. Failure to provide competent supervision at the site;
  - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
  - 5. Failure to make prompt payment to subconsultants or suppliers for material or labor;
  - 6. Loss of CONSULTANT'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT'S performance of this Contract;
  - 7. Disregard of laws, ordinances, or the instructions of DISTRICT or its representatives, or any otherwise substantial violation of any provision of the Contract; or
  - 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.



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

#### **ARTICLE 16 – TERMINATION FOR CONVENIENCE OF DISTRICT**

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

#### **ARTICLE 17 – NON-APPROPRIATION OF FUNDS**

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

#### **ARTICLE 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:

##### **DISTRICT:**

Suzanne Shields, PE, Director  
Regional Flood Control District  
Public Works Building  
201 North Stone Avenue, 9<sup>th</sup> Floor  
Tucson, Arizona 85701  
Tel: (520) 724-4681

##### **CONSULTANT:**

Rick Solis, P.E., Project Principal-in Charge  
Kimley-Horn and Associates, Inc.  
333 East Wetmore Road, Suite 280  
Tucson, Arizona 85705  
Tel: (520) 615-9191

#### **ARTICLE 19 – OTHER DOCUMENTS**

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

#### **ARTICLE 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 will be 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 DISTRICT.

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

#### **ARTICLE 23 – DELAYS**

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

## **ARTICLE 24 – DISPUTES**

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

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

## **ARTICLE 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 DISTRICT and will be delivered to DISTRICT upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. DISTRICT agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

## **ARTICLE 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 DISTRICT and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and should not include any information considered confidential.

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

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

## **ARTICLE 27 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONSULTANT will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONSULTANT will further ensure that each SUBCONSULTANT who performs any work for CONSULTANT under this Contract likewise complies with the State and Federal Immigration Laws.

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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONSULTANT will be entitled to an extension of time, but not costs.

#### **ARTICLE 28 – ENTIRE AGREEMENT**

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

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

PIMA COUNTY REGIONAL:  
FLOOD CONTROL DISTRICT

\_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Date

CONSULTANT:



\_\_\_\_\_  
Signature

**BRENT CROWTHER**

\_\_\_\_\_  
Name and Title (Please Print) Vice President

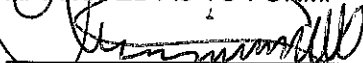
**9/17/2018**

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:



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

**CHRISTOPHER STRAUB**

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

**9-13-2018**

\_\_\_\_\_  
Date

**EXHIBIT "A" (8 PAGES)****SCOPE OF WORK****Santa Cruz River: Irvington to Drexel East Bank Improvement****Project Number: 5SCRIR****CONSULTANT SCOPE OF SERVICES FOR DESIGN**

During the term of this Contract, Kimley-Horn ("Consultant") shall perform professional services for Pima County Regional Flood Control District ("District") in connection with the above referenced project. This scope of services shall be used to plan, conduct, and complete the Consultant's work on the project.

This scope of services is based upon the Scope of Work provided by the District dated July 30, 2018, additional comments received during a meeting with the District on August 15, 2018, and emailed comments from the District on August 27, 2018. The project will consist of the following:

- Re-grading of top of Santa Cruz River east bank utilizing water harvesting basins and berms
- Stabilization of soil slopes utilizing terracing, seeding and rock mulch
- New irrigation system and supplemental plantings
- Recoated existing asphalt pathways with striping and widened to 16' (where applicable)
- Refreshed decomposed granite pathways where feasible
- Refurbished/repair Handrail
- Refurbished Post and Cable Fence
- Loop Signage

A detailed scope of services is provided below:

**1 PROJECT COORDINATION****1.1 Meetings, Communication and Coordination**

The Consultant will provide coordination per instruction of the District PM between the District, subconsultants, and other entities. These include, but are not limited to, City of Tucson, Office of Cultural Resources and Historic Preservation, Pima County Field Engineering, and potentially impacted utilities. An assumption of the type and number of project meetings is provided in Table 1 below, and is based on duration of 12 months.

Prior to commencing design, the Consultant and project team will prepare for and attend a field meeting to walk the entire project area and discuss site specifics with County staff. The Consultant will prepare written notes to summarize field discussions. An additional field meeting will occur with District staff after

the 95% submittal to address any design issues requiring field observations and to verify suitable material borrow areas.

**TABLE 1**  
**SUMMARY OF PROJECT MEETINGS**

Type of Meeting	Total Number of Meetings
Kick-off Meeting	1
Field Meeting	2
Concept Design Meeting	2
Stakeholder /Progress Meeting	6
Public Meeting	1
Additional Consultant Team Meeting	2
Utility Coordination Meeting	3

## **1.2 Project Schedule**

The Consultant will create a schedule in Microsoft Project for design activities within 15 days of the kick-off meeting and will update the schedule throughout the project as necessary and, as a minimum, at major milestones. Revised schedules will be distributed to the District PM and other stakeholders as appropriate.

## **1.3 Public Participation**

The Consultant will attend one (1) public meeting that will be held prior to finalization of the 95% plans. The following items are included within this task:

- Provide materials, such as any sign-in sheets, agendas and fact sheets, and assist with one (1) public/neighborhood meeting with graphics for displays.
- Assist the District in preparing questionnaire content for public meeting.
- Assist the District with responses to questions and comments from the public, under the direction of Pima County Community Relations Office members.

## **1.4 Public Art Coordination**

There is no public art anticipated for this project.

## **1.5 Miscellaneous Project Graphics**

The Consultant will provide up to five (5) miscellaneous support graphics related to project development in support of project meetings, internal District coordination, stakeholder coordination, property and easement acquisition negotiations, and for other reasons as requested by the District.

### **Task 1 Deliverables**

- *Detailed project schedule (updated as needed)*
- *Summary of notes from onsite field and team meetings*
- *Public meeting materials*
- *Miscellaneous project graphics (up to five)*

## **2 SURVEY, MAPPING AND RIGHT-OF-WAY**

Consultant will manage the following subconsultant tasks:

### **2.1 Field Survey**

Darling Geomatics will provide field data collection which focus on features where aerial topography cannot be used or is not of sufficient resolution for design purposes. Attention will be given to existing bank protection, pathway tie-in points, bridges, walls, fences, and additional site features relevant to design and construction.

### **2.2 Legal Descriptions (Allowance)**

Darling Geomatics will prepare up to three (3) legal descriptions, with sketches of parcels, to assist in securing the property acquisitions and easements required for the project.

### **2.3 Establishment of Permanent Benchmarks (Allowance)**

Darling Geomatics will establish permanent benchmarks onsite to aid in the transition of design to project construction. Where available, Darling Geomatics shall utilize existing permanent monuments found during the pre-design survey near the areas in question.

A detailed subconsultant scope is attached.

#### ***Task 2 Deliverables***

- *Up to three (3) legal descriptions for property takes, permanent easements, and temporary construction easements.*

## **3 HYDROLOGY AND HYDRAULICS**

Consultant will complete a Hydrology and Hydraulics Analysis which contains existing and developed conditions Flo2D surface hydrology/hydraulics modeling. Special consideration will be paid to the slopes and volume of water leaving the site over the slopes. The Flo2D modeling will be limited to the area west of Calle Santa Cruz and east of the Santa Cruz River east bank. The Flo2D model will NOT include any inflow from the runoff generated in, or east of, Calle Santa Cruz. We assume that information from the existing drainage reports for the developments east of Calle Santa Cruz will be available to supplement the Flo2D model. Flo2D modeling will be completed following Technical Policy TECH-033 and its draft amendment. For budgeting purposes, we assume two return intervals will be modeled. The grid size along with the specific return intervals will be determined in the kickoff meeting.

#### ***Task 3 Deliverables***

- *Draft Technical Memorandum: Hydrology and Hydraulics Analysis*
- *Final Technical Memorandum: Hydrology and Hydraulics Analysis*

## **4 ECOSYSTEM ASSESSMENT AND PROTECTION**

### **4.1 Ecosystem Preservation Project Implementation Plan**

The Consultant will prepare an Ecosystem Preservation Project Implementation Plan that identifies construction-related actions to protect biological resources. Kimley-Horn will obtain and review an Official Species List for the project area from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Conservation (IPaC) system to determine if threatened, endangered, proposed, and/or candidate species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) on-line environmental review tool (OERT) report will be obtained to determine if special status species are known to occur in the project vicinity. Kimley-Horn will conduct one site visit to document site characteristics with ground photography. Results of this assessment will be included in the Ecosystem Preservation Project Implementation Plan. This plan will be included with the project special provisions and incorporated into the plans where appropriate. The document may include such additional information as:

- Vegetation and/or other natural features to be preserved in place
- Areas to receive preservation fencing
- Non-native invasive plant species that should be removed during construction
- Construction scheduling recommendations (e.g., seasonal restrictions on clearing during bird breeding periods) that could be implemented for purposes of protecting wildlife.

#### **Task 4 Deliverables**

- *Ecosystem Preservation Project Implementation Plan will be prepared and submitted concurrent with the 50% construction plans and the final version with the 95% plans.*

## **5 GEOTECHNICAL**

Consultant will manage the following subconsultant task:

### **5.1 Geotechnical Investigation**

Ninyo and Moore will collect cores to provide recommendations for the paved pathway section which will not be located on soil cement. Ninyo and Moore will perform soil quality tests and provide recommendations to address issues of slope stability as it may relate to the construction of berms, terraces, and water harvesting basins.

#### **Task 5 Deliverables**

- *Draft Geotechnical Report*
- *Final Geotechnical Report*

## **6 UTILITIES COORDINATION AND DESIGN**

### **6.1 Utility Coordination**

The Consultant will provide coordination with all utility companies, agencies, and departments with existing facilities within the project limits. Coordination will include the distribution of plans to the subject



utility companies, up to three (3) meetings to discuss and resolve potential conflicts, and the securing of utility clearances documentation for the construction of the project and the connection to potable water if required for a drinking fountain. Consultant will also coordinate approval for connection to the adjacent reclaimed water system for the project irrigation.

## **6.2 Underground Utility Locating (Allowance)**

The Consultant will obtain the services of a qualified utility pothole contractor, if needed, to verify the horizontal and vertical locations of existing utilities in the project limits which may be in conflict with proposed improvements. It has been assumed that no more than 8 potholes will be required for design.

### **Task 6 Deliverables**

- *Utility clearance letter and supporting documentation*
- *Utility potholing results*

## **7 CULTURAL RESOURCES**

The Consultant will work closely with the District PM and Office of Cultural Resources and Historic Preservation throughout the project to minimize impacts to cultural resources and to ensure that required cultural resources compliance activities are coordinated with project design and construction.

## **8 50% PLANS, SPECIFICATIONS, AND COST ESTIMATE**

Upon completion of the survey, geotechnical, and utility investigations, the Consultant will prepare up to two (2) roll-plot exhibits of the proposed project concept for District review and approval prior to moving forward with the 50% stage plans. Upon District approval, the Consultant will prepare 50% submittal plans, draft special provisions, and an opinion of probable construction cost for the project. The documents will reflect the approved concept and will show the project requirements for demolition, site grading, utilities, 16' widened asphalt pathways (where applicable), decomposed granite pathways where feasible, tributary drainage structures, landscape plantings, ecosystem protection measures, irrigation systems, site furniture, signs and other site features. A 50% level Stormwater Pollution Prevention Plan (SWPPP) will be included. Landscape plans will meet the general intent of Pima County's *Regulated Riparian Habitat Mitigation Standards and Implementation Guidelines* and Pima County/City of Tucson *Native Plant Preservation Ordinances* relative to preservation of native plant specimens in-place when feasible.

The Consultant will attempt to balance earthwork within the design of the linear park. An earthwork summary demonstrating a generally balanced condition will be included in the plans for review and approval and will reflect the proposed grading and improvements shown in the plans.

The opinion of probable construction cost will be in Bid Schedule format with estimated quantities for items of work and with allowances for incidental items not fully detailed on the 50% plans.

The 50% Plans, Specifications, and Cost Estimate Submittal will consist of:

- Five (5) half-size sets of the Project Drawings (11" x 17" format)
- Five (5) copies of the Draft Special Provisions
- Five (5) copies of the Cost Estimate

- Five (5) copies of the Earthwork Calculations
- Five (5) CDs with the 50% documents in digital (.pdf) format

The Consultant will participate in an over-the-shoulder review conference with District staff to evaluate the 50% submittal. In conjunction with the "over-the-shoulder" review process, the Consultant shall provide a written response to each written comment provided by the District and include the comments and responses with the next specified submittal.

## **9 95% PLANS, SPECIFICATIONS, AND COST ESTIMATE**

Following the 50% "over-the-shoulder" review meeting, the Consultant will prepare approximately 75% stage plans for District review prior to moving forward with the 95% stage plan set. It is anticipated that an additional meeting will be held during this time to discuss the public participation meeting and any preparation that is required. Following District review of the 75% stage plans, the Consultant will prepare 95% submittal plans, draft final special provisions, and an opinion of probable construction cost for the project. The documents will also reflect District comments related to the 50% submittal and will show, at 95% completion, the project requirements for: demolition, site grading, bank protection, utilities, 16' widened asphalt pathways (where applicable), decomposed granite pathways where feasible, tributary drainage structures, landscape plantings, ecosystem protection measures, irrigation systems, site furniture, signs and other site features. A draft final Stormwater Pollution Prevention Plan (SWPPP) will be included.

The updated opinion of probable construction cost will be in Bid Schedule format with estimated quantities for items of work. All work items will be accounted for with a pay item or clearly defined as incidental to other work.

The 95% Plans, Specifications, and Cost Estimate Submittal will consist of:

- Five (5) half-size sets of the Project Drawings (11" x 17" format)
- Five (5) copies of the Draft Final Special Provisions
- Five (5) copies of the Updated Cost Estimate
- Five (5) CD's with the 95% documents in digital (.pdf) format
- Five (5) copies of the 50% Review Comments with written responses

The Consultant will participate in an over-the-shoulder review conference with District staff to evaluate the 95% submittal. In conjunction with the "over-the-shoulder" review process, the Consultant shall provide a written response to each written comment provided by the District and include the comments and responses with the next specified submittal.

## **10 100% PLANS, SPECIFICATIONS, AND COST ESTIMATE**

The Consultant will prepare 100% submittal plans, final special provisions, and a final construction cost estimate for the project. The documents will reflect District comments related to the 95% submittal and will show, at 100% completion, the project requirements for: demolition, site grading, bank protection, utilities, 16' widened asphalt pathways (where applicable), decomposed granite pathways where feasible, tributary drainage structures, landscape plantings, ecosystem protection measures, irrigation systems,

site furniture, signs and other site features. A final Stormwater Pollution Prevention Plan (SWPPP) will be included.

The final opinion of probable construction cost will be in Bid Schedule format with estimated quantities for items of work. All work items will be accounted for with a pay item or clearly defined as incidental to other work.

The 100% Plans, Specifications, and Cost Estimate Submittal will consist of one sealed original set of plans and a CD with PDF copies of the following:

- Final Construction Plans
- Final Special Provisions
- Final Cost Estimate / Bid Schedule
- 95% Review Comments with written responses

The Consultant will participate in a final review conference with District staff to back-check resolution of the 95% review comments and to prepare for project bidding/construction.

## **11 ADDITIONAL SERVICES**

Additional services are speculative in nature as the need for them, and the ultimate level of effort to be required is unknown. Therefore, relative budgets for each of these potential tasks have been identified, but may be further defined, and or modified, should the need for them or other efforts arise as part of the overall scope of work.

### **11.1 Post-Design Services**

As needed, Consultant will assist the District with Post-Design Services which may include but are not limited to the following. For budgeting purposes, we assume a maximum of 150 hours for Task 11.1:

- Review and respond to Requests for Information (RFI) related to the plans, special provisions, quantities, ecosystem preservation, and permits during construction of the Project.
- Advise for wildlife species translocations, a pre-delivery plant species inspection, on- site planting consultation, and other implantation matters such as timing and invasive species control that will aid in project success.
- Attend up to twelve (12) meetings during Post Design Services.

## **EXCLUSIONS**

- Preparation of a separate Pima County Riparian Habitat Mitigation Plan
- Native Plant Preservation Plans
- Record Drawings
- Environmental Permitting/Compliance
- Cultural Documentation
- Pathway Plan/Profile
- Clean Water Act Permitting/Compliance
- CLOMR/LOMR or analysis re: FEMA Floodplain or Floodway

- Santa Cruz River / Airport Wash Hydrologic or Hydraulic Modeling

## **ASSUMPTIONS**

- The existing asphaltic path was constructed to meet AASHTO guidelines for bicycle facilities. Profile-grade modifications will not be required.
- The level of effort for each phase and work task is limited to the amount of labor and expenses identified in a Project Budget spreadsheet. Costs are itemized to aid in project tracking purposes only. The budget may be transferred between tasks, provided the total contracted amount is not exceeded. Additional services beyond these limits will be considered Extra Work.
- The duration of the project design is anticipated to be no longer than 12 months from notice-to-proceed.
- Originals of all project deliverables will be delivered to the District Project Manager (PM).
- Meeting summaries will be distributed electronically. Hard copies will not be provided.
- Unless specified within individual tasks, an original and a PDF copy of each report will be submitted to the District. At the completion of the project, appropriate CAD files shall be provided to the District.
- In conjunction with the "over-the-shoulder" review process, written comments will be prepared by the District after each submittal and provided to the Consultant. The Consultant shall provide a written response to each comment and include the comments and responses with the next specified submittal.
- The designated construction budget is \$2,000,000 for the project.
- The design must address, through avoidance and/or mitigation, all applicable requirements related to cultural resources.
- The Consultant will develop landscape plans that meet the general intent of Pima County's Regulated Riparian Habitat Mitigation Standards and Implementation Guidelines. The proposed planting schemes will compensate for unavoidable losses to riparian habitat to the extent feasible. The preparation of a separate Pima County Mitigation Plan is not included in the scope of this project.
- The Consultant will develop landscape plans that meet the general intent of the Pima County (and City of Tucson) Native Plant Preservation Ordinances (and related ordinances and/or development standards) relative to preservation of native plant specimens in-place when feasible. However, the preparation of a Native Plant Preservation Plan (NPPP), per the subject ordinances, is not included in the scope of this project. The project documents will not obligate the County to salvage native plant specimens.
- Principles of LID stormwater harvesting shall be implemented wherever possible.
- Plants shall be sourced from Pima County's Native Plant Nursery (NPN). During design, coordination with NPN will assure all species are available.
- All existing irrigation shall be included as demo. If the existing meter is tested and determined useable, it shall be included in the irrigation design.

**End of Exhibit A: Scope of Work**

# Exhibit B: Consultant Fee Proposal (18 pages)

Santa Cruz River: Irvington to Drexel (5SCRIR)

Fee Derivation

Kimley-Horn and Associates, Inc.

September 7, 2018

## Estimated Direct Labor (Tasks 1-5)

Classification	Estimated Work Hours	Hourly Labor Rate	Costs
Project Principal	24	\$75.72	\$1,817.28
Project Manager	383	\$50.48	\$19,838.64
Senior Professional	323	\$52.14	\$16,841.22
Project Engineer/Senior Analyst	766	\$41.52	\$31,804.32
Junior Analyst	234	\$34.21	\$8,005.14
Admin	24	\$45.15	\$1,083.60
Clerical	71	\$21.24	\$1,508.04
<b>Direct Labor</b>	<b>1835</b>	<b>Total Labor Cost:</b>	<b>\$80,898</b>

Overhead (Audited Overhead Rate) @ 195.24% \$157,946

Profit (Direct Labor + Overhead) x 10% \$23,884

**Total Labor Fee (Tasks 1-10) \$262,728**

## Estimated Direct Expenses

(Listed by item - NO MARKUP)

Type	Costs
REPRODUCTIONS	\$ 920
<b>Total Estimated Direct Expenses:</b>	<b>\$920</b>

## Estimated Outside Services and Consultants

(Listed by item - NO MARKUP)

Subconsultant	Service	Costs
Darling Geomatics	Survey	\$ 6,500
Ninyo & Moore	Geotech	\$ 24,900
<b>Total of Subconsultants</b>		<b>\$31,400</b>

**TOTAL FEE: \$295,048**

## Estimated Outside Services and Consultants (ALLOWANCE)

(Listed by item - NO MARKUP)

Subconsultant	Service	Costs
Darling Geomatics (Allowance)	Legal Descrip/Benchmarks	\$ 2,850
Cardno (Allowance)	Utility Locating	\$ 9,650
<b>Total Allowances</b>		<b>\$12,500</b>

## Estimated Additional Services (Task 11)

Task 11	Post Design Services	\$21,857
<b>Total Additional Services (Task 11)</b>		<b>\$21,857</b>

**TOTAL FEE (w/ALLOWANCES & ADD SERVICES): \$329,405**

**Santa Cruz River: Irvington to Drexel**

EXHIBIT B 2 of 3

**Estimate of Work Hours**

Task No.	Description	Project Principal	Project Manager	Senior Professional	Project Engineer/ Senior Analyst	Junior Analyst	Admin Support I	Admin Support II	Total
<b>1.0</b>	<b>Project Coordination</b>								
1.1	Meetings, Communication and Coordination	0	83	91	0	0	24	30	228
1.2	Project Schedule	0	12	0	0	0	0	0	12
1.3	Public Participation	0	16	24	12	0	0	4	56
1.4	Public Art Coordination	0	0	0	0	0	0	0	0
1.5	Miscellaneous Project Graphics	0	10	10	30	0	0	0	50
	<b>Hours Subtotal</b>	0	121	125	42	0	24	34	346
<b>2.0</b>	<b>Survey, Mapping and Right-of-Way</b>								
2.1	Field Survey (KH Coordination)	0	2	8	0	0	0	4	14
	<b>Hours Subtotal</b>	0	2	8	0	0	0	4	14
<b>3.0</b>	<b>Hydrology and Hydraulics</b>								
	Flo2d Models (Existing and Proposed - 2 return intervals)	2	0	20	80	20	0	0	122
	Tech Memo	0	2	10	10	0	0	4	26
	<b>Hours Subtotal</b>	2	2	30	90	20	0	4	148
<b>4.0</b>	<b>Ecosystem Assessment and Protection</b>								
4.1	Ecosystem Preservation Project Implementation Plan	0	20	0	40	0	0	4	54
	<b>Hours Subtotal</b>	0	20	0	40	0	0	4	54
<b>5.0</b>	<b>Geotechnical</b>								
5.1	Geotechnical Investigation (KH Coordination)	0	2	10	0	0	0	0	12
	<b>Hours Subtotal</b>	0	2	10	0	0	0	0	12
<b>6.0</b>	<b>Utilities Coordination and Design</b>								
6.1	Utility Coordination	0	2	6	0	4	0	5	18
	<b>Hours Subtotal</b>	0	2	6	0	4	0	5	18
<b>7.0</b>	<b>Cultural Resources</b>								
7.1	Cultural Resources (KH Coordination)	0	6	0	0	0	0	0	6
	<b>Hours Subtotal</b>	0	6	0	0	0	0	0	6
<b>8.0</b>	<b>50% Plans, Specifications, and Cost Estimate</b>								
	Cover Sheet (1 Sheet)	0	0	1	0	4	0	0	5
	General Notes (1 Sheets)	0	0	2	0	4	0	0	6
	Civil Design Sheets (2 Sheets)	0	0	4	4	4	0	0	12
	Civil/Drainage Detail & Typical Section Sheets (4 Sheets)	0	1	6	6	18	0	0	31
	Survey/Geometric Control (1 Sheet)	0	1	2	2	4	0	0	9
	Demolition/Preservation Fencing Plans (4 Sheets)	0	2	2	12	6	0	0	22
	Grading & Drainage Plans (7 Sheets)	0	0	10	20	25	0	0	55
	Landscape/Pathway Plans (21 Sheets)	0	30	0	90	0	0	0	120
	Landscape/Pathway Detail Sheets (3 Sheets)	0	6	0	12	0	0	0	18
	Irrigation Plans (21 Sheets)	0	20	0	100	0	0	0	120
	Irrigation Detail Sheets (2 Sheets)	0	4	0	6	0	0	0	10
	Slope Cross Sections (14 Sheets)	0	0	14	14	28	0	0	56
	Draft Special Provisions	0	10	10	0	0	0	2	22
	Cost Estimate & Quantity Take-Offs	1	3	3	10	12	0	0	29
	Earthwork Report	1	0	4	8	2	0	2	17
	SWPPP	0	12	0	6	0	0	0	18
	QA/QC and Response to Review Comments	4	8	8	0	0	0	3	23
	<b>Hours Subtotal</b>	6	97	66	290	107	0	7	573
<b>9.0</b>	<b>95% Plans, Specifications, and Cost Estimate</b>								
	Cover Sheet (1 Sheet)	0	0	1	0	2	0	0	3
	General Notes (1 Sheets)	0	0	1	0	3	0	0	4
	Civil Design Sheets (2 Sheets)	0	0	3	3	3	0	0	9
	Civil/Drainage Detail & Typical Section Sheets (4 Sheets)	0	1	3	3	6	0	0	13
	Survey/Geometric Control (1 Sheet)	0	0	1	0	2	0	0	3
	Demolition/Preservation Fencing Plans (4 Sheets)	0	1	1	10	3	0	0	15
	Grading & Drainage Plans (7 Sheets)	0	0	5	10	15	0	0	30
	Landscape/Pathway Plans (21 Sheets)	0	20	0	60	0	0	0	80
	Landscape/Pathway Detail Sheets (3 Sheets)	0	4	0	8	0	0	0	12
	Irrigation Plans (21 Sheets)	0	20	0	60	0	0	0	80
	Irrigation Detail Sheets (2 Sheets)	0	2	0	6	0	0	0	8
	Slope Cross Sections (14 Sheets)	0	0	7	7	14	0	0	28
	Updated Special Provisions	2	8	8	0	0	0	2	20
	Updated Cost Estimate & Quantity Take-Offs	1	1	2	10	10	0	0	24
	Earthwork Report	0	0	2	4	2	0	2	10
	SWPPP	0	8	0	8	0	0	0	16
	QA/QC and Response to Review Comments	4	8	8	0	0	0	3	23
	<b>Hours Subtotal</b>	7	73	42	189	60	0	7	376
<b>10.0</b>	<b>100% Plans, Specifications, Cost Estimate, &amp; Permitting</b>								
	Cover Sheet (1 Sheet)	0	0	1	0	1	0	0	2
	General Notes (1 Sheets)	0	0	1	0	1	0	0	2
	Civil Design Sheets (2 Sheets)	0	0	1	2	2	0	0	5
	Civil/Drainage Detail & Typical Section Sheets (4 Sheets)	0	0	2	2	4	0	0	8
	Survey/Geometric Control (1 Sheet)	0	0	1	0	1	0	0	2
	Demolition/Preservation Fencing Plans (4 Sheets)	0	1	1	4	5	0	0	11
	Grading & Drainage Plans (7 Sheets)	2	0	3	5	10	0	0	20
	Landscape/Pathway Plans (21 Sheets)	0	20	0	40	0	0	0	60
	Landscape/Pathway Detail Sheets (3 Sheets)	0	2	0	4	0	0	0	6
	Irrigation Plans (21 Sheets)	0	20	0	40	0	0	0	60
	Irrigation Detail Sheets (2 Sheets)	0	2	0	4	0	0	0	6
	Slope Cross Sections (14 Sheets)	0	0	7	7	14	0	0	28
	Updated Special Provisions	2	8	8	0	0	0	2	20
	Updated Cost Estimate & Quantity Take-Offs	1	1	1	5	5	0	0	13
	Earthwork Report	0	0	2	2	0	0	0	4
	SWPPP	0	6	0	0	0	0	0	6
	QA/QC and Response to Review Comments	4	8	8	0	0	0	3	23
	<b>Hours Subtotal</b>	9	68	36	115	43	0	5	276
	<b>Hours Total</b>	24	393	323	766	234	24	71	1835
<b>11.0</b>	<b>Post-Design Services</b>								
	Requests for Information	0	8	8	18	0	0	0	34
	Submittal Review	0	8	8	18	0	0	4	38
	Field Visits/Meetings (Assume 12)	0	22	12	24	0	0	0	58
	Ecosystem Preservation Consultation	0	12	0	0	0	0	8	20
	<b>Hours Subtotal</b>	0	50	28	60	0	0	12	150

Calculation of Direct ExpensesREPRODUCTIONS

	Number of Copies				
	50%	95%	100%		
<u>PLANS / COST EST.</u>					
PCRCD	5	5	1		
	5	5	1		
 <u>PLAN SUBMITTALS</u>					
	50%	95%	100%		
# of 11x17 Sheets	65	65	0		
Total 11x17 Sheets	325	325	0		
			Total 11x17 Sheets	650	
	50%	95%	100%		
# of 22x34 Sheets	0	0	65		
Total 22x34 Sheets	0	0	65		
			Total 22x34 Sheets	65	
50% & 95% Submittals assume 5 half size sets (11x17 Sheets) for each stage			11x17	650	Cost per Sheet \$0.650
100% Submittal assumes 1 full size set (22x34 Sheets)			22x34	65	\$1.50
					<u>\$423</u>
					<u>\$98</u>

DISPLAYS / ROLL PLOT

Team Meetings  
Public Meeting Boards

	Total Displays		
	2		
	2		
	Cost per Display		
TOTAL:	4	\$100.000	<u>\$400</u>
<b>TOTAL REPRODUCTIONS:</b>			<u><b>\$920</b></u>



August 14, 2018

Rebeca Field, PLA  
Kimley-Horn  
333 East Wetmore Road, Suite 280  
Tucson, AZ 85705  
Direct: 520 352 8657  
Mobile: 520 390 3208  
Main: 520 615 9191  
[Rebeca.Field@kimley-horn.com](mailto:Rebeca.Field@kimley-horn.com)

RE: Santa Cruz River – Irvington to Drexel  
Survey Proposal

Rebeca,

I've reviewed the data that you sent me on this project and after our phone conversation on June 21 I am pleased to forward this scope of work for land surveying services to provide mapping of the areas outlined for the Santa Cruz River Project. Darling Geomatics is an award winning certified WBE, WOSB and SBE land surveying company.

**SCOPE OF WORK:**

- Perform an Unmanned Aerial Survey of project, approximately 1 mile in length and prepare a 1' topographic map with an Ortho Tiff image in true color.
- Field Topo Survey to collect data of features that include hardscape, structure inverts, break lines etc.
- Locate all visible utilities (water, sewer, communications, elect.) surveying only rims of sewer manholes.
- All control will be tied to vertical datum of NAVD 88 and horizontal datum of NAD 83 Arizona State Plane Central, International feet.
- Files will be delivered as an AutoCAD surface model.

**The fixed fee for work outlined in the above Scope of Work shall be:                   \$6,500.00**

- Prepare Legal Descriptions (3) with sketch's

**The fixed fee for work outlined in the above Scope of Work shall be:                   \$1,350.00**

- Establish permanent site benchmarks (3)

**The fixed fee for work outlined in the above Scope of Work shall be:                   \$1,500.00**



**EXCLUSIONS:**

- 1) Any work due to changes in the documents used to generate this proposal.
- 2) Meeting attendance.
- 3) Dipping of Sanitary Sewer Manholes

**ADDITIONAL WORK:**

Any work not defined in the Scope of Work as written above shall be considered additional work. Additional work shall be agreed upon in writing prior to its start or the additional field work can be completed upon request if it is agreed that a Darling Change Order Form will be signed by the Client's representative on site the day that the additional field survey services are provided. Additional work may include office support and supervision.

**MISCELANEOUS:**

Payment of invoices by the Client using a pay service, i.e. Textura, or a credit card, that both charge the payee a fee, shall not be an acceptable method of payment of Darling invoices without Darling charging the Client the fees that are associated with use of those services.

All work shall be performed under the direct supervision of an Arizona Registered Land Surveyor and shall conform to the current Standards for the practice of land surveying in the State of Arizona.

Should work be authorized and begin and then be terminated for any reason, all work completed prior to notice of termination shall be due and payable at the hourly rates in effect when the work was completed.

There are no understandings or agreements, written or verbal, other than those written herein.

In lieu of a separate subcontract agreement accepted by both parties, the Terms & Conditions outlined below shall apply.

Thank you for the opportunity to provide this proposal. Please call if you have any questions. If acceptable, you can sign where indicated below or forward a separate agreement for our review.

Sincerely,



Richard D. Darling  
President  
Darling Geomatics

**ACCEPTANCE AND AUTHORIZATION TO PROCEED:**

Accepted by: \_\_\_\_\_

On behalf of: \_\_\_\_\_



Date: \_\_\_\_\_

It is agreed the attached terms and conditions are incorporated into and made a part of the Agreement.

## Terms and Conditions

**Performance of Services:** The Consultant shall perform the services outlined on page one (1) of this Agreement in consideration of the stated fee and payment terms.

**Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

**Retainer/Billing/Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred. Prior to the provision of services, the Client shall deposit a retainer of \$N/A with the Consultant. Invoices for the Consultants' services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of such services. The retainer shall be credited on the final invoice. Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing the consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

**Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents, and sub consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

**Waiver:** In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant.

**Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

**Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the amount of the contract. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Initialed \_\_\_\_\_

**Ownership of Instruments of Service:** The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

**Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

**Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.



Upon default of terms and conditions, applicant agrees to pay any collection cost incurred by Darling Geomatics in the collection of the amount balance, including reasonable attorney fees.





Geotechnical & Environmental Sciences Consultants

August 15, 2018

Proposal No. 12TUC02-00710

Mr. Kevin W. Payne, P.E., CFM  
Kimley-Horn & Associates, Inc.  
333 East Wetmore Road, Suite 280  
Tucson, Arizona 85705

Subject: Proposal to Perform Geotechnical Services  
Santa Cruz River Improvements  
Tucson, Arizona

Dear Mr. Payne:

Ninyo & Moore is pleased to submit this proposal to perform geotechnical services for subject project. This proposal is based on the information that we received from your office and our subsequent conversation. It outlines our scope of services, assumptions, anticipated schedule and estimated fees for this phase of work.

## **SITE/PROJECT DESCRIPTION**

We understand that Pima County plans to perform improvements along east bank of the Santa Cruz River between Irvington Road and Drexel Road in Tucson, Arizona. The length of this segment is approximately one mile. We further understand that the new improvements will include:

- Multi-use path paved with asphalt concrete (AC);
- Decomposed granite (DG) pathway;
- Santa Cruz River slope re-grading (berms, terraces, etc.) and erosion protection of the banks;
- Construction of water harvesting basins; and
- Other landscape and architectural features.

## **SCOPE OF SERVICES**

The scope of services for this phase of the project is outlined below:

- Review available topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Conduct a site visit to select and mark out the proposed exploration locations.

- Contact Arizona 811 to evaluate utility locations prior to drilling.
- Drill up to five borings along the crest of the eastern River bank spaced at approximately 1,000 feet. The borings are proposed to be advanced to a depth of 35 feet with a two-wheel drive, truck-mounted drill rig equipped with hollow-stem augers. The borings will be terminated at the target depth or refusal on very dense gravelly/cobbly or cemented deposits, whichever occurs first.
- Collect soil samples in the borings at 2.5- to 5.0-foot intervals using American Society for Testing and Materials (ASTM) D-1586 (standard penetration test with split-barrel sampling of soils) and D-3550 (ring-lined barrel sampling of soils) for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System (USCS) and American Society for Testing and Materials (ASTM) D 2488 by observing cuttings and split-spoon samples. The ring samples will be trimmed in the field, wrapped in plastic bags, and placed in moisture-tight cylindrical plastic containers, while the SPT samples will be placed in resealable bags to help preserve their natural moisture. Bulk samples will also be placed in large plastic bags. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Core multi use path at two locations utilizing an electronic core drill.
- Perform up to six double ring infiltrometer tests within the future water harvesting basins.
- Perform laboratory testing to evaluate the on-site soils characteristics for representative soil samples. The proposed laboratory tests will include in-situ density and moisture content, gradation, Atterberg limits, consolidation (response-to-wetting), R-value, electrical resistivity, pH, and soluble sulfates and chlorides contents.
- Prepare a geotechnical evaluation report to include logs of the exploratory borings and results of the laboratory testing. The report will be sealed by a Professional Engineer licensed in the State of Arizona and will include the following:
  - Site vicinity map and boring plan map;
  - Description of work scope, laboratory, and field procedures;
  - Encountered subsurface soil and groundwater conditions;
  - Description of the excavation characteristics of on-site soils;
  - Discussion of potential earthwork issues;
  - Evaluation of potential for re-use of on-site soils;
  - Earthwork factors;
  - Subgrade preparation measures for foundations, flatwork and pavements;
  - Recommendations for shoring;
  - Seismic design parameters in accordance with IBC 2015;
  - Recommendations for temporary and permanent slopes and erosion protection measures.

- Subgrade preparation recommendations for pavements and new fill embankments;
- Recommendations for special soil conditions such as expansive, collapsible, or highly compressible soils;
- Recommended new pavement sections for the pathways;
- Stabilized water infiltration rates;
- Pathway pavement sections (AC and DG);
- Recommendations relative to site drainage; and
- Discussion of soil corrosivity to steel and concrete.

## **ASSUMPTIONS**

We have made the following assumptions in the preparation of this proposal:

- Ninyo & Moore will have unrestricted access to the Site, and the field work will be performed during normal working hours.
- Permits or environmental clearances to perform the field work will not be needed.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment.
- Traffic control measures will not be needed.
- The work can be accomplished using hollow-stem augers operating at a normal rate of penetration. Boreholes infiltration test pits will be backfilled with excavated soils.
- If auger refusal or groundwater is encountered we will terminate the drilling and notify your office.
- The infiltrometer tests will be performed at a depth not greater than 3 feet below existing grade and the test locations will be coordinated with the Client/Owner.
- Some disturbance should be expected as a result of our field work.

## **SCHEDULING**

We are prepared to initiate this project immediately upon receiving your authorization to proceed. We anticipate issuing a geotechnical report within about six weeks from the date of authorization. Preliminary recommendations can be provided about one week after the fieldwork is done.

## **FEE ESTIMATE**

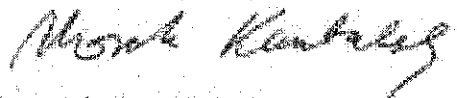
We propose to perform the work scope described above for a lump sum fee of \$24,900.00 (Twenty Four Thousand Nine Hundred Dollars). This estimated fee is based on the scope of

services presented above and our understanding of the project. Any additional services not included in the aforementioned scope will be charged on a time and materials basis in accordance with our current schedule of fees.

If this proposal meets with your approval, please sign and return a copy of the attached Work Authorization and Agreement.

Ninyo & Moore appreciates the opportunity to submit this proposal and looks forward to working with you on this project.

Respectfully submitted,  
**NINYO & MOORE**



Marek J. Kasztalski, PE,  
Senior Geotechnical Engineer



Fred Narcaroti  
Principal/Tucson Office Manager

MJK/FFN/jom

Attachment: Work Authorization and Agreement

Distribution: (1) Addressee (via e-mail)



Geotechnical & Environmental Sciences Consultants

## WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE  
1991 East Ajo Way, Suite 146  
Tucson, Arizona 85713

PROPOSAL NO. 12TUC02-00710

1. PROJECT ADDRESS: Santa Cruz River, Tucson, Arizona
2. PROJECT DESCRIPTION: Geotechnical Services
3. SCOPE OF STUDY: Please refer to proposal dated August 15, 2018.
4. FEE: \$24,900 (Twenty-Four Thousand Nine Hundred Dollars - Lump Sum)
5. PORTION OF FEE IN ADVANCE OF WORK: None
6. CLIENT: Kimley-Horn & Associates, Inc.  
333 East Wetmore Road, Suite 280  
Tucson, Arizona 85705
7. STATEMENT TO BE SENT TO: Client

PHONE: 520-352-8624

CONTACT: Mr. Kevin Payne

PHONE: 520-352-8624

## CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and Kimley-Horn & Associates, Inc., hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. 12TUC02-00710 dated August 15, 2018, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

## STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

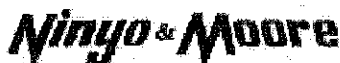
Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

## SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by





Geotechnical & Environmental Sciences Consultants

CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## **SAMPLE DISPOSAL**

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

## **MONITORING**

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

## **OWNERSHIP AND MAINTENANCE OF DOCUMENTS**

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

## **BILLING AND PAYMENT**

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

## TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

## RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

## INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

## DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.



Geotechnical & Environmental Sciences Consultants

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

## DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

## GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

\_\_\_\_\_  
Printed Name of Client or Authorized Agent

\_\_\_\_\_  
Signature of Client or Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fred F. Narasroti, Principal/Tucson Office Manager

\_\_\_\_\_  
Date

PM: MJK

September 7, 2018



**Kevin Payne, PE, CFM**  
**Kimley-Horn and Associates, Inc.**  
333 East Wetmore Road  
Suite 280  
Tucson, AZ 85705

Cardno, Inc.

4855 N. Shamrock Place  
Suite 109  
Tucson, AZ 85705  
USA  
Phone 520.770.0021  
Fax 520.408.3002  
Email Dan.Padilla@Cardno.com

**Re: Santa Cruz River East Bank: Irvington to Drexel**  
**Proposal for Subsurface Utility Engineering Services – Utility Locating (Potholing)**

[www.Cardno.com](http://www.Cardno.com)

Dear Mr. Payne:

Cardno, Inc. is pleased to submit this proposal to provide professional Subsurface Utility Engineering (SUE) services for the above referenced project to Kimley Horn and Associates Inc. (Client). The scope of work and fee structure are as follows:

## **SCOPE OF WORK**

### **Project Limits**

The project limits for Subsurface Utility Engineering services include the approximate area identified in yellow on the attached exhibit running along the east bank of the Santa Cruz River between Irvington Road and Drexel Rd.

### **Subsurface Utility Engineering**

#### **SCOPE OF WORK**

Cardno will provide up to eight (8) vacuum excavation potholes (testholes) with survey at locations yet to be determined. As discussed, up to four of the requested potholes are expected to be within the existing pavement of Calle Santa Cruz. As discussed, utilities crossing beneath the Santa Cruz River will not be part of this request, potholes on utilities crossing beneath the Santa Cruz River will be addressed under a separate proposal if they become required. The utility data obtained through our standard potholing procedure includes the depth, horizontal and vertical location tied to project datum via survey, size and material composition of the utility exposed, and backfill of excavated potholes using compacted native material, and pavement restoration using Perma Patch brand "permanent" asphalt cold patch.

Prior to beginning work, Cardno requests the following be provided by Client:

- A pothole request list in spreadsheet format identifying the pothole number (numbered without alpha characters), horizontal location in coordinate format, and the anticipated size and type of utility to be potholed.
- One set of 11" x 17" plan sheets displaying background topography, existing utilities, and pothole locations clearly marked and annotated with the corresponding pothole number.
- Horizontal and vertical survey control data in spreadsheet format for a minimum of three non-linear control points signed and sealed by an Arizona RLS adequate to stake the pothole locations utilizing RTK GPS technology along with a location map displaying the control points. The list shall identify point number, horizontal location in coordinate format, and a physical description of each monument. Please note, electronic CAD files from which the survey monument data must be extracted is not considered acceptable survey control.

## **DELIVERABLES**

Pertinent utility data will be presented in electronic format on our standard "Testhole Data Summary" form sealed by an Arizona Registered Land Surveyor or Arizona Registered Professional Engineer that includes the depth, horizontal coordinates, vertical elevation, size, and material composition of the utility line exposed at each pothole. Data will be submitted in both sealed hard copy format and electronic Excel format.

## **SCHEDULE**

Australia • Belgium • Canada • Colombia • Ecuador • Germany • Indonesia • Italy • Kenya • New Zealand • Papua New Guinea • Peru • Philippines • Tanzania • United Arab Emirates • United Kingdom • United States • Operations in 85 countries

Cardno will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule. For scheduling purposes, please allow 1 week from receipt of notice to proceed to begin field excavation activities and one week after excavation is complete to complete survey and deliverable preparation.

## ESTIMATED FEE

Cardno proposes compensation for the requested Scope of Services on a Unit Rate Basis as follows.

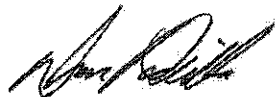
### Utility Locating (Potholing) Including Up to 4 Locations in Pavement of Calle Santa Cruz

<u>Category</u>	<u>Estimated Units</u>	<u>Unit Rate</u>	<u>Total</u>
Air-Vacuum Potholes	8	\$550.00 ea.	\$4,400.00
Survey of Excavated Potholes	--	--	\$1,200.00
Extra Depth Surcharge -- for Potholes in Excess of 7 ft. in depth	--	\$55.00 / ft.	\$0.00
<u>Reimbursable Expenses</u>			
Right of Way Permitting (Estimate, Cost+10%)	--	--	\$350.00
Traffic Control: Permits, Plans, & Control for Pothole Effort (Estimate, Invoiced at Cost + 10%)	--	--	\$700.00
Asphalt Hot Patch Pavement Repair (If Required, Invoiced at Cost + 10%)	--	--	\$2,600.00
Traffic Control: Permits, Plans, & Control for Hot Patch Effort (If Hot Patch Required, Invoiced at Cost + 10%)	--	--	<u>\$400.00</u>
<b>TOTAL ESTIMATED FEE INCLUDING 4 POTHOLE IN PAVEMENT &amp; 4 OFF ROAD</b>			<b>\$9,650.00</b>

The \$550.00 unit rate for Air-Vacuum Potholes includes, project management, AZ811 coordination, air-vacuum extraction excavation with two person crew, our standard backfill with compacted native material, our standard 12" x 12" pavement restoration with permanent asphalt cold patch, 12" x 12" concrete sidewalk restoration using bagged pre-mixed concrete, and project deliverable submitted on our "Testhole Data Summary" in scanned electronic format. The \$550.00 unit rate covers potholes up to a maximum depth of 8 feet. If the depth exceeds 8 feet, a surcharge of \$55.00 per foot of depth over 7 feet will be added to the price of said pothole. Dry holes excavated over Blue Stake marks in which no utility is found shall be invoiced at the \$550.00 unit price; however prior to excavation Cardno will utilize our geophysical utility detection equipment to designate the horizontal location of traceable utilities (metallic utilities or non-metallic utilities with trace wire) to keep the possible number of "Dry Holes" at a minimum. Additional potholes added after this initial request shall be conducted at the \$550.00 unit price but must be requested in groups of four or more if survey work for original request has already been completed. Pothole locations surveyed but not excavated due to Blue Stake "No Conflicts", inaccessibility issues and/or any other unforeseen circumstance will be invoiced at \$50.00 per location/occurrence. Please note that above fee schedule does not include such reimbursable expenses as uniformed police officers (if required), special backfill requirements, compaction testing, traffic control flag-men, and replacement of full sections of concrete sidewalk; if any of these items should be required, they will be considered a reimbursable item, submitted to client for pre-authorization, subcontracted, and billed separately. Reimbursable expenses for traffic control and traffic control plans will be invoiced at our cost plus ten percent.

Cardno will not exceed the estimated fee without prior authorization from Client. **An invoice will be prepared upon completion for the actual work completed up to the estimated budget amount.** We appreciate this opportunity to provide subsurface utility engineering services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,



Dan Padilla  
Senior Project Manager

EXHIBIT



End of Exhibit B: Consultant Fee Proposal

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2018

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

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

<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No, Ext):</b> 770-552-4225 <b>FAX (A/C, No):</b> 866-550-4082 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com															
<b>INSURED</b> Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B: Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C: New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D: Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins. Co.	19445	INSURER B: Aspen American Insurance Company	43460	INSURER C: New Hampshire Ins. Co.	23841	INSURER D: Lloyds of London	085202	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: National Union Fire Ins. Co.	19445																
INSURER B: Aspen American Insurance Company	43460																
INSURER C: New Hampshire Ins. Co.	23841																
INSURER D: Lloyds of London	085202																
INSURER E:																	
INSURER F:																	

## COVERAGES

CERTIFICATE NUMBER: 18-19

REVISION NUMBER:

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

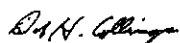
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		5268169	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4489663	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		CX005FT18	04/01/2018	04/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	015893685 (AOS) 015893686 (CA) 039326820 (ME)	04/01/2018 04/01/2018 04/01/2018	04/01/2019 04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		P070831800	04/01/2018	04/01/2019	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Santa Cruz River: Irvington to Drexel East Bank Improvements (5SCRIR). The Pima County Regional Flood Control District, its departments, districts, boards, commissions, officers, officials, agents & employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. The above referenced liability policies with the exception of workers (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Pima County Regional Flood Control District 130 West Congress Street 3rd Floor Tucson, AZ 85701-1317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

compensation and professional liability are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.



## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2018

forms a part of

Policy No. 4489663

issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

### **ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

#### **SCHEDULE**

#### **ADDITIONAL INSURED:**

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

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

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

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



**AUTHORIZED REPRESENTATIVE**

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2018

forms a part of

policy No. 4489663

issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

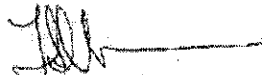
*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

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

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

All other terms and conditions remain unchanged.

  
Authorized Representative or  
Countersignature (In States Where  
Applicable)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2018

forms a part of

policy No. 4489663

issued to KIMLEY-HORN & ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

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

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

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

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

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

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

  
AUTHORIZED REPRESENTATIVE

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

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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

**PRIMARY AND NONCONTRIBUTORY - OTHER  
INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

**Primary And Noncontributory Insurance**

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

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

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:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

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

We waive any right of recovery 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.



## 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 04/01/2018

forms a part of Policy No. 015893685 (AOS)

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

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 any one not named in the Schedule.

### Schedule

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

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. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative