

COB - BOSAIR FORM

03/13/2026 1:03 PM (MST)

Submitted by Jorden.Oliver@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

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

Record Number: PO PDC PO2600008588

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 04/07/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Kimley-Horn and Associates, Inc. (Headquarters: Raleigh, NC)

Project Title / Description: Design Engineering Services: Southeast Regional Park - Clay Target Center Relocation

Purpose: Award: Contract No. PO2600008588. This award of contract is recommended to the highest ranking qualified consultant in the amount of \$802,253.49 for a contract term from 04/07/26 to 06/30/27 for the design of Southeast Regional Park - Clay Target Center Relocation. Administering Department: Project Design and Construction.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Request for Qualifications No. RFQu-2500025735 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. One (1) responsive statement of qualifications was received and evaluated by a 5 member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, the highest-ranking qualified consultant is being recommended for award.

Attachments: Risk Approval, Notice of Recommendation for Award, and Contract

Program Goals/Predicted Outcomes: Design and construct a new Clay Target Center (CTC) to replace the one that was closed as a result of a land sale agreement.

Public Benefit and Impact: The CTC provides a valuable service to the community by offering a safe, structured environment for firearm education, practice, and responsible use. It promotes safety by ensuring that all shooting activities are supervised by trained professionals, significantly reducing the risks associated with unregulated shooting in unsafe or unauthorized areas.

TO: COB, 3/25/26 (1)
VERSION: 0
PAGES: 85

The cost of constructing a new CTC with modest modernization and improvements is included in the land sale agreement. Building a new range, at no cost to taxpayers, maximizes community benefit without increasing public financial burden.

Budget Pillar	• Core functions & excellent service
Support of Prosperity Initiative:	• N/A
Provide information that explains how this activity supports the selected Prosperity Initiatives	N/A
Metrics Available to Measure Performance:	The performance will be measured using the consultant evaluation process as outlined in BOS Policy D29.1 (E).
Retroactive:	NO

Contract / Award Information

Record Number: PO PDC PO2600008588

Document Type:	PO
Department Code:	PDC
Contract Number:	PO2600008588
Commencement Date:	04/07/2026
Termination Date:	06/30/2027

Total Expense Amount:

\$802,253.49

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Parks & Recreation Capital Improvement Project Fund

Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Were insurance or indemnity clauses modified?	YES
Vendor is using a Social Security Number?	NO

Department: Procurement

Name: Karrie Hixon *KCH*

Telephone: 520-724-3542

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: Scott Loomis Digitally signed by Scott Loomis Date: 2026.03.18 17:29:40 -07'00' Date: _____

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins Date: 2026.03.19 14:45:17 -07'00' Date: _____

Department Director Signature: On Behalf of Rod Lane Signed by: *Doug Moseke* Date: 3/19/2026
F2807B5E-C0502464

Deputy County Administrator Signature: *[Signature]* Date: 3/20/26

County Administrator Signature: _____ Date: 3/21/26



Modification to Insurance or Indemnity Clause

Date: 1/29/2026

Requestor Name: Karrie Hixon

Department: Procurement

Change to Insurance

Change to Indemnity

Supplier Name: Kimley-Horn & Associates, Inc.

Contract No: TBD

Project Title/Description:

Solicitation: Design Engineering Services: Southeast Regional Park - Clay Target Center Relocation

Requested Change:

Indemnification - requesting to remove "...or alleged to be caused, in whole or in part,"

Also, requesting to remove this sentence in it's entirety "Consultant is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies."

Approved

Denied

Risk Management:

Comments:



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: March 18, 2026

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. **RFQu-2500025735, Design Engineering Services: Southeast Regional Park – Clay Target Center Relocation**, that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors, on or after, April 7, 2026.

Award is recommended to the Most Qualified Respondent.

AWARDEE NAME:

Kimley-Horn and Associates, Inc.

OTHER RESPONDENT'S NAMES:

None

NOTE: Pursuant to A.R.S. §34-603(H), only the names of the firms on the final list may be disclosed.

Issued by: */s/ Karrie Hixon*

Telephone Number: (520) 724-3542

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov

PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION DEPARTMENT

PROJECT: Design Engineering Services: Southeast Regional Park - Clay Target Center Relocation
CONSULTANT: Kimley-Horn and Associates, Inc.
3300 E. Sunrise Drive, Suite 130
Tucson, AZ 85718
CONTRACT NO.: PO2600008588
AMOUNT: \$802,253.49
FUNDING: Parks & Recreation Capital Improvement Project Fund

CONSULTANT SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Kimley-Horn and Associates, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Design Engineering Services for the Southeast Regional Park - Clay Target Center Relocation ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. RFQu-2500025735 for Design Engineering Services: Southeast Regional Park - Clay Target Center Relocation ("Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant's Response. Based on Consultant's representations in response to Pima County Solicitation No. RFQu-2500025735, Consultant was determined to be the most qualified for this Project.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on April 7, 2026, and terminates on June 30, 2027, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services. Consultant agrees to provide Architectural and Engineering Design Services for the County as described in Exhibit A – Scope of Services (11 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Section 5. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

4. Definitions.

- 4.1. Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by County

- 4.2. Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a “not-to-exceed” amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee will be in accordance with Section 4.5.
- 4.3. Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (50 pages).
- 4.5. Fee. Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. Labor Rates. Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant’s fixed Fee.
- 4.9. Indirect Costs. Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

5. **Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant’s Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant’s fee will remain fixed and may be adjusted only as provided in Section 5 and Section 6.
- 5.2. Compensation Schedule. Consultant’s total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule. Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the “not to exceed” cost amount associated with that task on the Consultant’s invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request. The cumulative payment for the actual costs of any task may not be

more than the “not to exceed” cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.

- 5.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$802,253.49.
- 5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 5.7. Invoice Adjustments. For the period of record retention required under Section 26, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. Additional Services. Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant’s own risk. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in Exhibit B – Compensation Schedule. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.
- 5.9. Invoice Discrepancies. County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

6. **Project Baseline and Adjustments.**

- 6.1. Schedule. County and Consultant have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- 6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties

may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:

- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County -caused delay; provided, however, that if the County -caused delay overlaps a period of delay attributable to any other cause, the extension for County -caused delay is limited to the number of non-overlapped days of County -caused delay.
 - 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
 - 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
 - 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
 - 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
 - 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
 - 6.2.7. If any action, comment, cause, decision, or other event attributable to any third-party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- 6.3 Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Section. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract, unless such costs are not caused by Consultant and the County has agreed in writing to pay such costs.

7. Reallocation of Funds.

- 7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.
- 7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost

savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:

- 7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County's department representative and the Consultant's project manager by written agreement.
- 7.2.2. Procurement Director. County's Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
- 7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.

7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

8. **Insurance**. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that arise out of the performance of the work under this Contract.

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

8.2. Insurance Coverages and Limits.

8.2.1. Minimum Scope and Limits of Insurance: Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below. Limits may be met with a combination of Primary and Umbrella/excess coverage.

8.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and contractual liability coverage per the CG 00 01 coverage form.

8.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

8.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

Note: The Workers' Compensation requirement will not apply to a Consultant that is exempt under A.R.S. § 23-901, and when such Consultant executes the appropriate County Sole Proprietor or Independent Consultant waiver form.

8.2.1.4. Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than

\$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover negligent acts, errors or omissions in the performance of professional services for those positions defined in the Scope of Work of this contract.

8.2.1.5. Claims-Made Coverage. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant confirms that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of three years beginning at the time work under this Contract is completed.

8.3. Additional Insurance Requirements:

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

- 8.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, and employees as additional insured's with respect to liability to the extent caused by the activities performed by or on behalf of Consultant.
- 8.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Consultant. To the extent damages are covered by insurance, CMAR, Owner and Designer and their insurers waive all rights against each other except such rights as they may have to the proceeds of insurance.
- 8.3.3. Primary Insurance: Where required to provide additional insured coverage Consultant's policies will stipulate that the insurance afforded Consultant will be primary and that any insurance carried by the Department, its agents, officials, employees or County will be excess and not contributory insurance.

8.4. Notice of Cancellation:

Each required Insurance policy must provide, that County will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payments of a premium. Notice shall include the County project or contract number and project description.

8.5. Verification of Coverage:

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

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

8.6 Approval and Modifications:

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Consultant, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.**

- 9.1 To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property to the extent caused, by any negligent act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all Claims. This indemnity will survive the expiration or termination of this Contract.
- 9.2 All representations and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.
- 9.3 Upon request, Consultant may fully indemnify and hold harmless any private property owner granting a right of entry to Consultant for the purpose of completing the project. The obligations under this Section do not extend to the negligence of County, its agents, employees or indemnities.

10. **Laws and Regulations.**

- 10.1. Compliance with Laws. Consultant will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.
- 10.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.
- 10.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.

11. **Status of Consultant.** Consultant is an independent Consultant. Neither Consultant, nor any of Consultant's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Consultant is responsible for paying all federal, state and local taxes on the compensation received by Consultant under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

12. **Consultant's Performance.**

- 12.1. Performance. Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this contract, Consultant will obtain County's approval.

- 12.2. **Responsibility.** Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.
13. **Non-Waiver.** The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result 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.
14. **Subconsultant.** Consultant will be fully responsible for all acts and omissions of its Subconsultant and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay or any Subconsultant, except as may be required by law.
15. **Non-Assignment.** Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
16. **Non-Discrimination.** Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subconsultants. During the performance of this Contract, Consultant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
17. **Americans with Disabilities Act.** Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
18. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
19. **Termination of Contract for Default.**
- 19.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damages recoverable by law to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work
- 19.2. **Default Events.** The following constitutes an event of default:
- 19.2.1. Abandonment of or failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
- 19.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
- 19.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;

- 19.2.4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Consultant's performance of this Contract;
- 19.2.5. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the contract;
- 19.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
- 19.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
- 19.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Consultant, or Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

19.3. Termination. In the event of a termination for default:

- 19.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;
- 19.3.2. County may withhold payments to Consultant arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Consultant is determined; and
- 19.3.3. Subject to the immediately preceding subparagraph 19.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.

19.4. Non-Termination. County will not terminate Contract for default or charge Consultant with damages under this Section if:

- 19.4.1. Except for subparagraph 19.2.8 in subsection 19.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include:

- 19.4.1.1. Acts of God or of the public enemy,
- 19.4.1.2. Acts of County in either its sovereign or contractual capacity,
- 19.4.1.3. Acts of another Contractor in the performance of a contract with County,
- 19.4.1.4. Fires,
- 19.4.1.5. Floods,
- 19.4.1.6. Epidemics and Pandemics,
- 19.4.1.7. Quarantine restrictions,
- 19.4.1.8. Strikes,
- 19.4.1.9. Freight embargoes,

19.4.1.10. Unusually severe weather, or

19.4.1.11. Delays of Subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the Subconsultant(s); and

19.4.2. Consultant, within 7 days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of County, the findings warrant such action, County may extend the time for completing the work.

19.5. Receipt of Notice. For the purposes of subsection 19.1 above, "receipt of notice" includes receipt by hand by Consultant's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

19.6. Excusable. If, after termination of the Contract for default, County determines that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated Contract for convenience as set forth in Section 20.

19.7. Rights and Remedies. The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this contract.

20. **Termination for Convenience of County**. County may terminate this Contract at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least 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 County, become its property. If County terminates the Contract as provided herein, County will pay Consultant an amount based on the time and expenses incurred by Consultant prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

21. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County will have no further obligation to Consultant, other than payment for services rendered prior to termination.

22. **Notices**. Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Rod Lane, Director
Project Design and Construction
150 W. Congress St., 3rd Floor
Tucson, AZ 85701
Tel: (520) 724-3085

CONSULTANT:

Kevin Payne, Senior Project Manager
Kimley-Horn and Associates, Inc.
3300 E. Sunrise Drive, Suite 130
Tucson, AZ 85718
Tel: (520) 352-8624

23. **Other Documents**. County and Consultant in entering into this Contract have relied upon information provided in Request for Qualifications No. RFQu-2500025735, and on representations and information in the Consultant's response to said RFQu. 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.

24. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 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.

25. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
26. **Books and Records.**
- 26.1. Maintenance. Consultant will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 26.2. Retention. Consultant will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to County for retention.
27. **Delays.** Neither party will be in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
28. **Disputes.**
- 28.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Contract or the parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Consultant's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.
- 28.2. Performance. The parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.
29. **Ownership of Documents.** Ownership of all original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by Consultant under this contract vests in and become the property of County and shall be delivered to County upon completion or termination of the services, but Consultant may retain and use copies thereof. County agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the Consultant.
30. **Public Records.**
- 30.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Consultant in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- 30.2. Records Marked Confidential.
- 30.2.1. Any information submitted related to this Contract that Consultant believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as Confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.
- 30.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked Confidential 10 business days after the date of notice to the Consultant of the request for

release, unless Consultant has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. County will notify Consultant of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is County in any way financially responsible for any costs associated with securing such an order.

31. Legal Arizona Workers Act Compliance.

- 31.1. Compliance with Immigration Laws. Consultant warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant will further ensure that each Subconsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.
- 31.2. Books & Records. County has the right at any time to inspect the books and records of Consultant and any Subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.
- 31.3. Remedies for Breach of Warranty. Any breach of Consultant's or any Subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a Subconsultant, and the subcontract is suspended or terminated as a result, Consultant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subconsultant, (subject to County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.
- 31.4. Subconsultants. Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Section by including a provision in each subcontract substantially in the following form:
- "Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant's employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that County may inspect the Subconsultant's books and records to insure that Subconsultant is in compliance with these requirements. Any breach of this paragraph by Subconsultant is a material breach of this contract subjecting Subconsultant to penalties up to and including suspension or termination of this contract."
- 31.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Consultant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.

32. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Consultant engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Consultant certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

33. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any consultants, subconsultants or suppliers that use the forced labor or any goods or services produced by the

forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

34. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Consultant hereby warrants that if Consultant's employees perform work in an outdoor environment under this Contract, Consultant will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Consultant will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Consultant to prevent heat-related illnesses and injuries in the workplace. Consultant will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Consultant will further ensure that each subconsultant who performs any work for Consultant under this Contract complies with this provision.
35. **Amendment.** Except for the reallocation of funds provision above in Section 7, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
36. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

(The remainder of this page intentionally left blank)

37. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

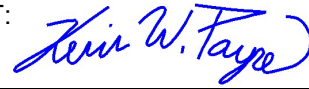
Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONSULTANT:



Signature

Kevin W. Payne - Sr Project Manager

Name and Title (Please Print)

03/23/2026

Date

ATTEST:

Clerk of the Board

Date

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

EXHIBIT A - SCOPE OF SERVICES (11 Pages)



PIMA COUNTY PROJECT DESIGN & CONSTRUCTION

New Buildings Division

150 W. Congress Street | 3rd Floor | Tucson, Arizona | 85701

SCOPE OF PROFESSIONAL SERVICES REQUIRED

DATE (Version): November 19, 2025 (Ver. 0)
PROJECT NAME: Southeast Regional Park – Clay Target Center Relocation
PROJECT LOCATION: S. Harrison Rd. – NE Corner of APN 305-01-0120

A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

General Provisions

The Scope of Professional Services shall include all professional services required to design and construct the Project.

All work shall be performed by persons registered, or under the direct supervision of a Registered Professional that is currently registered in the State of Arizona for the type of services rendered. The Registered Professional, if not self-employed, shall be employed by a firm that is registered in the State of Arizona to provide consulting services in the discipline(s) provided by the firm per ARS Section 32-141. The names of the firm and firm registration number(s), including any branch offices involved in work, and the names of the Registered Professional(s) listed on the State of Arizona firm registration and any other Registered Professional(s) involved in work shall be supplied. The Registered Professional in responsible charge for each discipline is responsible for all construction documents including drawings, specifications, reports, calculations, and any other professional documents pertaining to the professional services they provide and shall seal and sign all construction documents for which they are responsible per Section R4-30-303 of the Arizona Administrative Code.

Written approval of plans, specifications, reports, and other construction documents by Pima County is only for conformance with the program design concept of the Project. This approval does not imply approval of nor attest to the accuracy, suitability, or completeness of the design, drawings, dimensions, details, proper selection of materials, nor compliance with applicable codes or ordinances. Such accuracy, suitability, or completeness is the sole responsibility of the Consultant for the Project. The Project construction delivery will be Construction Manager at Risk (CMAR). If a Guaranteed Maximum Price (GMP) for construction of the Project, or any phase thereof, is not received for an amount within the construction budget, the County shall implement options as defined in Section 0 of this document.

The Consultant shall prepare minutes of all meetings in the design phase between the County, the CMAR and the Consultant, for review and approval by the County. Meetings shall take place, at a minimum, on a bi-weekly basis with the County and the Consultant's TEAM through the design phase.

The Consultant shall prepare a Project Schedule showing all phases of the project for review and approval by the County. At the time of the CMAR entering into contract with the County the CMAR shall take ownership of the Master Project Schedule showing the design, GMP/bidding and construction phases required for the Project. The Consultant shall review and provide input to the CMAR for their development of the Master Project Schedule. The Consultant shall provide progress reports to the County's project manager on a bi-monthly basis throughout the Design Services.

Project Narrative

This project includes the development of a new Outdoor Shotgun Range / Clay Target Center (CTC). The location of the new CTC will be on the west side of S. Harrison Rd. south of the existing Southeast Regional Park Shooting Range located at 11296 S. Harrison Rd. and west of the Pima County Fairgrounds (See **Map of the Area** at the end of this section). This location was selected based on the results of a Feasibility Study performed by Kimley-horn and Associates dated November 13, 2025.

The new facility will serve recreational shooters and training users and shall be designed for long-term, safe, and sustainable operation in accordance with all applicable local, state, and federal regulations.

The County's Project Team will consist of representatives from Pima County Project Design and Construction (PDC) who will have final decision-making authority during both the design and construction phases. Other participants on the design team will include members from Parks and Recreation, Facilities Management, Conservation and Land Resources, Flood Control, Environmental Quality, etc.

The proposed facility will include, but is not limited to, the following major components:

SHOOTING FACILITIES

- Eight (8) Multi-Use Trap and Skeet Ranges
 - Configured to allow conventional trap, wobble trap, and skeet shooting
 - Design of trap houses and skeet high/low houses
 - Range safety and layout consistent with applicable codes, regulations and best management practices
- One (1) 5-Stand Range
- Range Amenities
 - Free-standing shade structures at each range
 - Range lighting suitable for night shooting operations
 - Range management and control system integrated with site POS system

SITE DEVELOPMENT

- Parking Lot Design
 - Vehicular circulation, ADA-compliant parking, and accessible routes
 - Parking area lighting
- Site Electrical
 - Full electrical distribution design
 - Coordination with Tucson Electric Power (TEP) for new service

- Site Water
 - Tie-in and distribution of potable site water
 - Specification, design and permitting of an above-ground water tank for fire protection
- Onsite Wastewater Treatment
 - Septic system design and permitting, or
 - Gravity sewer tie-in design and permitting if achievable with final layout
- Site Civil Design
 - Boundary and topographic survey
 - Geotechnical investigation
 - Site grading and drainage design
 - Floodplain and stormwater detention/retention analysis and design
 - Riparian area investigation and mitigation as required
- Landscape and Irrigation Design
- Traffic and Access
 - Traffic impact study if required
 - Coordination and assistance with encroachment permit for driveway access to Harrison Road
 - Emergency vehicle access
 - Access gate and perimeter fencing
- RV Pad with hookups for:
 - Electric power
 - Potable water
 - Wastewater / blackwater

BUILDING DESIGN

- Design of a main building to include:
 - Staff offices
 - Restrooms
 - Point-of-sale office
 - Equipment storage room
 - Common/training area for up to 25 patrons
 - Attached ramada approximately 40'x25'
 - Full ADA compliance
 - Complete architectural, structural, mechanical, electrical, plumbing, and fire protection and alarm design

General Scope of Work and Schedule

The general scope of work shall include the following items:

- Schematic design (30% complete) – 8 weeks
 - This shall include environmental/cultural or other planning stage clearances if not already completed by prior consultant. The Consultant shall organize prior schematic plans and provide a final overall package that will be approved by the County prior to moving forward with design development.
- Design Development (60% complete) – 8 weeks
 - Consultant will coordinate with the County and CMAR engaged during the 30% package development to prioritize finalizing the design of items of work that can be started prior to completion of the 100% design package such as clearing grubbing and site grading.

- Construction Document review (90% complete) – 8 weeks
- Final construction documents (100% complete) – 4 weeks
- Permitting and required approvals as needed.

The following list of tasks is not necessarily inclusive and is offered only for the Consultant's convenience. The Consultant shall be responsible for professional (design development including Construction documents and construction support) services for the new facilities and shall propose a full and comprehensive scope of work in the submitted fee proposal.

Planning

The Southeast Regional Park Shooting Range, like all other subdivisions of land in Pima County is subject to Pima County planning and zoning ordinances including the Native Plant Preservation Ordinance, landscape buffering, screening standards, the Pima County Riparian Ordinance, and Pima County Building Codes compliance procedures. Roads, parking, and circulation must adhere to Pima county Building codes and Pima County Department of Transportation public streets and road specifications. In addition, the Grading plans must be approved by the Pima County Flood Control Department.

The Consultant shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. All Pima County Parks and Recreation Facilities shall be in compliance with the Americans With Disabilities Act. The Fee Proposal submittal shall include all permitting and environmental mitigation requirements that may be necessary for completion of this project.

If the Consultant discovers a legal, physical or economic problem in developing the Clay Target Center, the Consultant shall inform the Pima Count Program Manager.

SURVEY

The Consultant shall obtain the services of an Arizona licensed, registered land surveyor, to perform a land survey of the project site to identify such things as property lines with dimension and bearing, right of ways, easements, structures, site improvements, contours at interval, natural features, drainage control features, existing buildings, roadways, curbs and sidewalks, utilities including invert elevations and legal description with existing easements shown. The design team shall contact and coordinate all parties required for the blue-staking process prior to the survey to identify the underground utilities and label them as blue-stake verified on the site utility location plan. The Consultant shall visit the project site and field measure and photograph existing conditions as necessary to become familiar with the site.

The Consultant shall survey the site to develop CAD files of sufficient detail to develop the designs and construction documents. All survey drawings prepared by the Consultant shall be in AutoCAD format.

SOILS/GEOTECHNICAL

The Consultant shall be responsible for furnishing all soil testing and geotechnical reporting necessary to provide design and construct the Clay Target Center. The Consultant is to provide the geotechnical company the exact locations of soil testing work. The geotechnical company shall have the blue-stake verified utility location plan in hand when conducting site work. The geotechnical work must respond to the development needs of the project, which include but is not limited to structural and planting considerations. The geotechnical work should include digital photographs of the site including a site overview, specific significant features, and the areas where boring tests are taken.

HYDROLOGY

The Consultant shall prepare a hydrologic report so that the site plan accurately reflects existing drainage conditions and proposes adequate drainage solutions. In addition, the Consultant shall coordinate with

Pima County Flood Control District to develop a Jurisdictional Determination for the US Army Corps of Engineers to demonstrate the project does not impact any jurisdictional waters. Obtaining a 404 permit is not anticipated for this project.

ARCHAEOLOGY

The Consultant shall be responsible for incorporating the results of a cultural resource study in the development of the project design and construction documents. Pima County will contract the cultural survey and provide the final study report to the Consultant.

VEGETATION

All protected native plant species within disturbance areas shall be inventoried. The Consultant shall prepare the design documents in compliance with the Pima County Native Plant Preservation Ordinance and in response to the findings of the native plant survey. The Pima County Project Manager shall be provided the findings of the native plant survey.

ENDANGERED SPECIES

The Consultant shall be responsible for completion of all work regarding endangered species as it pertains to requirements set forth by Arizona Game and Fish Department and the U. S. Department of Fish and Wildlife Service. The area immediately surrounding and including the proposed development must be reviewed for federally listed endangered species, both flora and fauna.

SHOOTING SPORTS/SAFETY CONSULTANT

The County requires the Consultant to provide a sub-consultant specializing in shooting sports safety for consultation during design to ensure the facility's design and operation meet all safety, environmental, and regulatory standards. Their work shall include assessing shotfall zones, range layouts, and safety buffers for trap, skeet, and 5-stand, as well as addressing noise and lead management. They must have expertise in shotgun ballistics, range safety design, and environmental compliance, along with relevant certifications and experience on similar projects to ensure a safe, sustainable, and fully compliant range.

Design Development

The consultant will produce Construction Contract Documents with plans, specifications and details so that a CMAR contractor can efficiently prepare GMP estimates, obtain permits, and build the new Clay Target Center. Construction Contract Documents shall also allow the Pima County Project Manager the ability to easily monitor the contractor's performance and conformance with specifications, and track progress towards completion of the project.

LAYOUT

The Construction Contract Documents shall be sufficiently dimensioned for final grading plan approval, and so that a contractor may accurately estimate construction costs.

GRADING

The Consultant shall be responsible for all necessary field survey work required to complete the Construction Contract documents. Plans must include critical spot elevations and cut and fill calculations. The consultant shall submit Grading Plans to Pima County Flood Control for review and shall be responsible for all revisions to the plans and specifications that will be necessary to obtain permits at the time of construction. The Consultant shall be responsible for coordinating Grading Plan review and approval by the Pima County Flood Control Department.

ELECTRICAL

The Consultant shall be responsible for determining all existing electrical services and any electrical requirements including complete electrical distribution plans, specifications and details. Electrical requirements include but are not limited to security lighting as needed, parking lot lighting, equipment electrical, and any building electrical requirements. Other typical services, such as telephone or cable, shall be included within this service. Consultant shall coordinate with the utility companies in order to develop the appropriate design needs of the project. Any new service entries/easements required to supply project power are to be coordinated by the Consultant.

WATER

The Consultant shall identify the capacities and locations of the existing water utility services. Information shall be used to design potable water service to the restroom, fountains, and buildings per design. Water system upgrades shall take into account State Fire Marshall requirements.

WASTEWATER

The Consultant shall identify the wastewater requirements and prepare the Construction Contract Documents accordingly. In addition, the Consultant shall respond to Pima County Building Code requirements regarding the proximity of potable and irrigation water lines to wastewater systems. This project will likely require onsite wastewater disposal systems. If so, project will require ADEQ permit/review process to be coordinated by the Consultant.

LANDSCAPE

The consultant shall include plans, specifications and details for Landscape treatments including any mitigation requirements per the Native Plant Preservation Ordinance in the Construction Contract Documents. In addition, if disturbance of a riparian area is planned, the Construction Documents must meet the Riparian Ordinance requirements. Landscape specifications must respond to the geotechnical report information, findings and recommendations for subsurface soil preparation, turf root zone soil amendment and vegetation planting pit preparation and amendment. Landscape specifications and details shall follow Pima County NRPR Standard Details & Specifications wherever applicable.

IRRIGATION

The Construction Contract Documents shall respond to the capacities and locations of the existing water utility service. The Consultant shall use the NRPR Standard details and specifications, with any required modifications to respond to specific site design requirements

PUBLIC ART

The Consultant shall be responsible for coordinating and working with the artist commissioned for the public art component of the project. The Pima County Project Manager is responsible for retaining the artist under a separate contract.

DETAILS AND SPECIFICATIONS

The Consultant shall be responsible for the development of all details and specifications. Specifications must be certified by the professional consultant of record. Consultant shall provide copies of all details and specifications to the County electronically and provide hard copies to any jurisdiction/agency requiring such in the size and quantity specified by the jurisdiction/agency.

PERMITS FOR CONSTRUCTION

The Consultant shall be responsible for overseeing the permit process. Drawings and Specifications shall be submitted to all of the appropriate reviewing agencies in a manner that will best facilitate the receipt of all required construction permits. The Consultant is responsible for responding to comments and assuring the construction documents are complete and prepared for construction with the accompanying permit. The Consultant is to provide a complete document set with the approved drawings, specifications and any other documentation necessary for bidding. The consultant shall provide these in PDF format, but shall also provide a record set of the corresponding native files (AutoCAD, Word, Excel, etc.) for County records.

Construction Estimates and Budget Control

The construction delivery method is Construction Manager at Risk. The total construction budget for this project shall not exceed **\$5,193,000** which represents the complete and inclusive final cost of delivering the facility. This amount encompasses all associated expenses, including but not limited to environmental assessments and mitigation, design and engineering services, permitting and regulatory approvals, construction materials and labor, testing and inspections, project management, and the owner's contingency. No additional funds beyond this total budget will be allocated; therefore, all project elements, whether direct or indirect, must be planned, designed, and executed within this overall financial limit.

The Consultant shall be responsible for the development of construction estimates at specific submittal deadlines during the project. **The Consultant is responsible for maintaining the project's design within the construction budget.** Collaboration with the CMAR shall be utilized to reconcile cost estimates and align the scope with the budget. The cost estimator needs to be well aware of construction costs within the southern Arizona market. A professional estimator, who is not an employee of the Consultant's firm, and is independent from the Consultant's other sub-consultants, shall prepare the cost estimates. If necessary, the Consultant and his cost estimator shall recommend value-engineering items, scope changes, and add alternates for County review and approval. If the Consultant's estimate of the Cost of Work exceeds the Construction Budget, at any phase/submittal, Pima County shall have the following options:

1. Reject the submittal, and require the Consultant to redesign the Project, update the submittal and the cost estimate in accordance with A.R.S. § 34-104, at no additional cost to the County; or
2. Give written approval of an increase in budget for the Cost of the Work; or
3. Conditionally approve the submittal, directing the Consultant to work with the Project Manager, CMAR and other stakeholders to revise the scope and quality of the Project as required to meet the Construction Budget; or
4. Terminate the contract in accordance with provisions contained in the executed Agreement.

At each submittal phase, the County and the Consultant will review the cost estimate for approval.

GMP Cost Review and Reconciliation

The Consultant shall assist the County in answering any questions that may arise from the CMAR pertaining to the Construction Documents. Should Addenda become necessary, the Consultant shall prepare and distribute the same with direction provided by the County's Project Manager. The Consultant will assist in the review of subcontractor bids and the subcontractor buyout, contingencies and allowances to help determine the most advantageous Guaranteed Maximum Price (GMP) to the County and for recommending the GMP(s) for award by the Pima County Board of Supervisors.

A Pre-Bid Conference shall be part of the Bidding Documents Phase, and Consultant shall attend this conference, to which all potential bidders shall be invited.

If multiple GMPs occur the Consultant shall participate in the activities for each GMP

Construction Administration

The Consultant shall at all times have access to the Work whenever it is in preparation or progress.

The Consultant shall make sufficient visits to the site so as to ascertain the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Subconsultants to the Consultant shall also furnish periodic written records of their inspection of the Work, which shall be submitted to the County, through the Consultant, for the County files.

The Consultant shall attend a weekly construction meeting on site with Contractor and the County. The CMAR will conduct, provide and distribute the written minutes of the meetings to all attendees.

The Consultant shall not be responsible for construction means, methods, techniques, or procedures in connection with the Work, nor shall he be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents; for the acts or omissions of the Contractor, or Subcontractors agents or employees.

The Consultant shall immediately notify the County if the Contractor is failing to carry out the work in accordance with the Contract Documents, and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The Consultant shall prepare a list of critical construction inspection times and items to be inspected, and said schedule shall be made part of the successful Contractor's required performance.

Notwithstanding any provisions of previous paragraphs, and based on such observations at the site and on the Contractor's Applications for Payment, the Consultant shall determine the amount owing to the Contractor and certify the payment of such amounts on the Contractor's Applications for Payment.

The Certification of the Application for Payment shall constitute a representation by the Consultant to the County based on the Consultant's observations of the site and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Consultant's knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion; to the results of any subsequent tests required by the Contract Documents; to minor deviations from the Contract Documents correctable prior to completion; to the review of Contractor's As-Built Documents; and to the specific qualifications stated in the Certificate for Payment) and that the Contractor is entitled to payment in the amount certified. When the Contractor has made proper application therefore, the Consultant shall forward the certified Application for Payment to the County Project Manager.

The Consultant may decline to approve an Application for Payment and may withhold the Application in whole or in part, if in the Consultant's opinion he is unable to make representations to County as provided in the above paragraph. The Consultant may also decline to approve any Applications for Payment, or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the County from loss because of:

- Defective work not remedied, or;
- Claims filed, or reasonable evidence indicating probable filing of claims, or;
- Failure of the Contractor to make payments to sub-contractors for labor, materials or equipment, or;
- Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum, or;
- Damage to another contract, or;

- Reasonable indication that the Work will not be completed within the Contract Time, or;
- Unsatisfactory execution of the Work by the Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Consultant may, on request, and at his discretion, furnish to any sub-contractor, if practicable, information regarding percentages of completion certified by the Contractor on account of Work done by such sub-contractors.

The Consultant shall review the Contractor's as-built documents monthly, to verify that changes made either through discussions in the field or through submitted documentation are incorporated into the as-built set. If the as-builts do not reflect the current site conditions then the County shall be notified, the Contractor notified and the payment application shall not be approved until the as-builts are corrected and the County agrees that the requirement has been met.

The Consultant shall be, in the first instance, the interpreter of the requirements of the Contract Documents and of the performance there under by both the County and Contractor. The Consultant shall recommend decisions on all claims from the County or Contractor relating to the execution and progress of the work on all other matters or questions related thereto.

Consultant shall provide requirements for review materials testing and special inspections. The Consultant shall also review testing and observations reports for compliance with buildings codes and the Contract Documents. The Consultant shall notify the County of any discrepancies and assist the County in determining a solution. Testing will be contracted with and paid by Pima County independently of this contract.

The Consultant shall have the authority to recommend to the County that Contractor's work be disapproved or rejected by the County, which does not conform to the Contract Documents, and to require, if in his opinion necessary, special inspection or testing of any Work at any stage of progress. The Consultant shall also notify the County of the necessity to require the Contractor to stop the Work whenever, in his opinion, it may be necessary for the proper performance of the Contract. The County, when necessary, shall issue the order to stop the Work.

The Consultant shall review and approve shop drawings, samples, and other submissions of the Contractor with reasonable promptness. The Consultant shall furnish any requested additional instructions in writing, by means of drawings, or otherwise, necessary for the proper execution of the Work. All such instructions or drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The Consultant shall make minor changes in the Work not involving extra cost, delay, or claim of any kind against the County and/or Contractor, and not inconsistent with the purposes of the Project. Otherwise, except in an emergency endangering life or property, the Consultant shall prepare and process no extra work or change except by WRITTEN approval and Change Order signed by the County. The Consultant shall review and respond to said Change Orders as well as any Request for Proposals to the Contractor.

The Consultant shall produce, and determine, the date of issuance of the Certificates of Substantial Completion and Final Completion shall receive written guarantees, waiver of liens, and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

Project Closeout

The Consultant shall review the Contractor's as-built plans for accuracy and completeness at the completion of the project and submit the Record Drawings Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the County at the time of submission.

1. As part of the Project Closeout requirements, the Consultant shall prepare records drawings in AutoCAD format which contain external references (x-refs) by using the "Bind" command so that the

x-ref drawing becomes part of the final drawing. This will prevent unintentional updating of archived drawings by later changes to referenced drawings. Binding an x-ref to the final drawing makes the x-ref a permanent part of the drawing and no longer an externally referenced file. Bind the entire database of the x-ref drawings, including all its x-ref-dependent names objects (blocks, dimension styles, layers, linetypes, and text styles) by using the XREF Bind option. Referenced images, PDFs, or other file formats shall also be bound and submitted individually as part of the record drawings package.

2. When choosing to bind the x-ref to the current drawing, AutoCAD prompts to which type of bind to use: Bind or Insert. Do not use the Insert command. When the Insert option is used, AutoCAD inserts the drawing as a normal block, and prefix names objects with the x-ref's drawing name. Consequently, any duplicate objects in the x-ref are ignored, and the names objects in the current drawing take precedence. Although this feature eliminates redundancy of duplicate layer names, it may give unexpected results if there are duplicate named objects.
3. Do not create drawings using proxy objects.
4. Provide a digital copy of the Record Drawings in AutoCAD format and deliver to the County.
5. The Consultant shall provide a PDF file for each sheet within the original Construction Drawings Package. Each file shall be labeled with the sheet name; i.e. A-01, M-01, etc.
6. If the Consultant used Revit to develop the Construction Drawings, the Consultant shall provide Revit files to the County in addition to any AutoCAD format drawings provided.

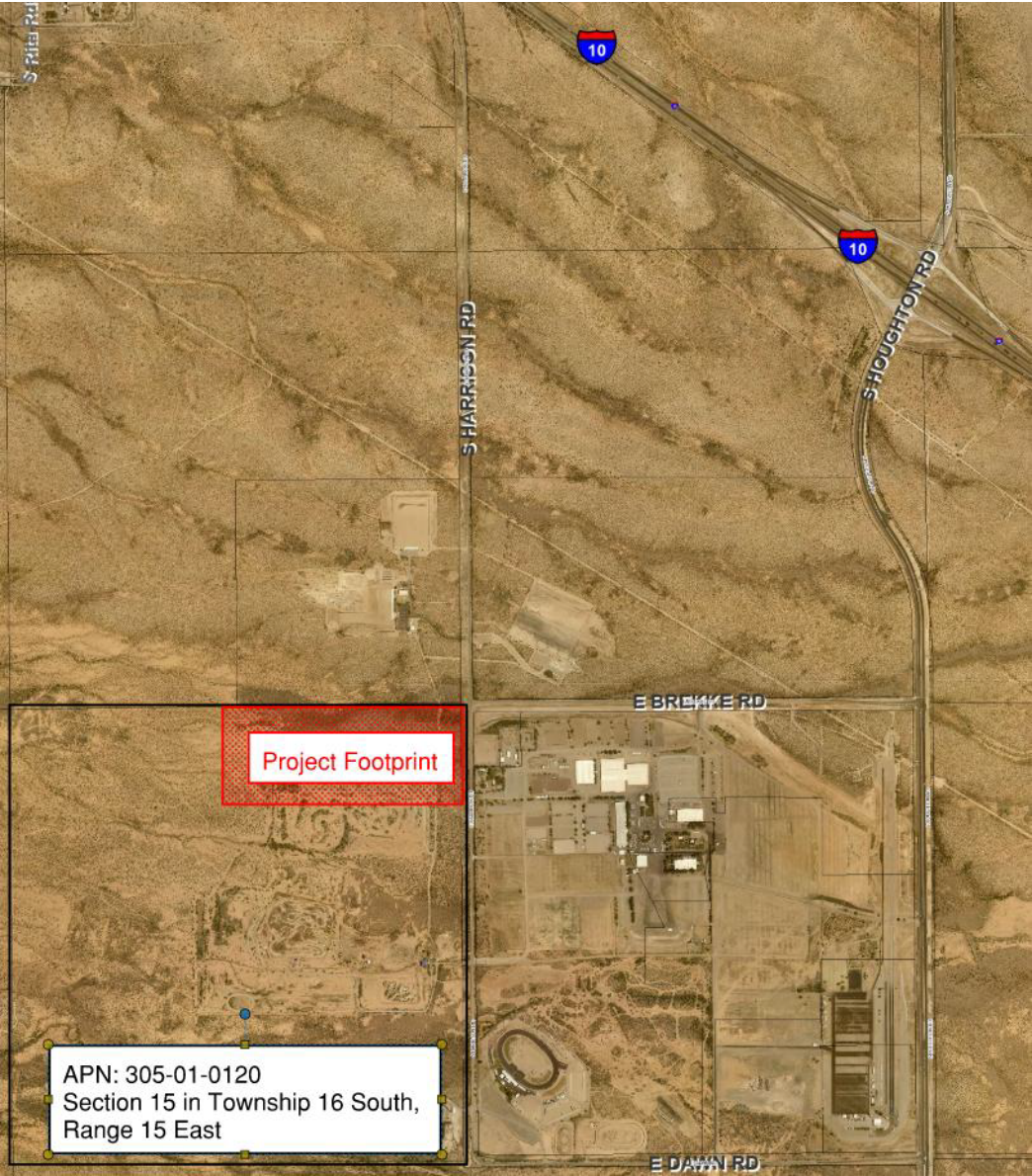
The Consultant shall review the Contractor's Operations and Maintenance Manuals (O&M Manual) and provide a list of items to be corrected or submitted per the Construction Documents. The Consultant shall back check the O&M Manual for completeness and notify the County when to direct the Contractor to submit to the County.

B. Scope of Services to be Provided by Pima County

County shall provide the following items and services in support of the Consultant's work:

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with County representatives, and as requested by the County's Project Manager.
2. A Project Manager from Project Design and Construction assigned to work with the Consultant;
3. Any information known to Pima County that is available regarding utilities and services, or any other project specific information as required. This does not limit or negate the requirement of the Consultant to verify the field conditions;
4. Any reports and/or mitigation known to Pima County that is regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the County will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
5. Any building Materials and Finishes Standards desired by the County;
6. Apply for and pay all building permit fees to include Pima County Wastewater fees (if any);
7. Consultation with Pima County officials as required;
8. Pima County Design and Construction Standards.

MAP OF THE AREA



END OF EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B - COMPENSATION SCHEDULE (50 pages)

1. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS

(Detailed by Major Milestone, Not to Exceed Cost by Task (Direct Labor, Indirect, and Other Direct Costs), and Fixed Fee)

2. COMPENSATION DETAILS

A. Cost Allocation and Ceilings

The compensation schedule will contain the negotiated cost allocations for each individual task. The compensation schedule will be used to monitor cost expenditures and sets the fixed price that can be charged for work pursuant to the specified task.

B. Cost Adjustments

If, for valid reason(s), Consultant notifies the Project Manager that the requisite work cannot be performed within the task's compensation allocation, and the Project Manager (PM) concurs, County will consider modifying cost allocations. The total compensation may be increased only by formal amendment to this agreement.

C. Progress Payments

It is anticipated certain elements of the Project may take longer than one (1) month to complete. These elements may be at considerable cost to Consultant prior to their full completion and acceptance by County. In such cases, at the sole discretion of County, County may authorize interim progress payments to Consultant. The invoice from Consultant will be proportionate to the actual percentage of work completed through the period covered by the invoice, as accepted by the PM.

D. The Fixed Fee for each assignment will be negotiated on a case-by-case basis. The fee will be a percent of the Consultant or Co- Consultant level of effort cost estimate agreed to by the County excluding Sub-Consultants and other direct cost estimates. The fee will be fixed for the scope of work detailed in the contract. The fixed fee percentage will be based upon historical departmental percentages for similar assignments, published industry guidelines and magnitude and duration of the assignment. Fixed Fee for engineering SubConsultants will generally follow the same guidelines established for the prime consultants but can also be negotiated on a case-by-case basis as appropriate.

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

- Actual Payroll Rates within published industry standards.
- Actual payroll rates for each person anticipated to be performing services on the assignment will be provided in advance of execution of the contract. Said listing will be updated on an annual basis during the term of the contract.
- Hourly fee schedules for various position titles are not allowed.

b. Annual Salaried Professionals

- Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates.
- Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates.

- c. Allowable Annual Increases
 - Reasonable annual salary increases within published industry standards will be allowed and approved in advance.
 - Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.
 - d. SubConsultants

Specific billing arrangements will be negotiated with specialty SubConsultants such as the following:

 - Attorneys
 - Financial Advisors
 - Surveyors
 - Subsurface Consultants
 - Specialty Consultants
 - e. Vacation/Holidays
 - Included in firm's audited multiplier
 - f. Sick Time
 - Included in firm's audited multiplier
 - g. Billing for non-productive idle time
 - No billing for vehicle driving time (commuting time)
 - Allow billing during air travel to Pima County for actual time worked on Pima County projects
 - Short-term assignments are negotiable
6. Multipliers
- a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
 - b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
 - c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the Consultant
 - d. County will consider annual audited multipliers or fixed multipliers for the contract period
7. Travel Time
- a. Air Travel
 - Allow only for time spent on aircraft working on Pima County projects
 - b. Land Travel
 - Not allowed from Phoenix Metro Area to Pima County (both ways)
 - Not allowed to and from airports
 - c. Local Travel between meetings and job sites
 - Allowed

8. Expenses

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

9. Unallowable Costs

- a. Bonus
 - Not allowed as a direct charge or in the multiplier.
- b. Entertainment Costs
- c. Marketing Costs
 - Only as allowed in audited multipliers.
- d. Non-identifiable Costs
- e. Donations
 - Only as allowed in audited multipliers.
- f. Mark-up on subconsultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

C. INVOICING

Consultant will submit invoices monthly, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. The Project Manager may delay approval for up to 5 work days to review the Progress Report and invoice. The invoice will tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.

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March 18, 2026

Karrie Hixon
Procurement Officer
Karrie.Hixon@pima.gov

Dustin Mandeville
Pima County Project Design & Construction
Dustin.Mandeville@pima.gov
150 W. Congress St., 3rd Floor
Tucson, AZ 85701

RE: *Design Engineering Services for the Southeast Regional Park – Clay Target Center Relocation*

Kimley-Horn and Associates (“Kimley-Horn” or “Consultant”) is pleased to submit this proposal to Pima County Project Design & Construction (“County”, or “Client”) to provide design engineering services for the above referenced project.

BACKGROUND

This project includes the development of a new Outdoor Shotgun Range / Clay Target Center (CTC). The location of the new CTC will be on the west side of S. Harrison Rd. south of the existing Southeast Regional Park Shooting Range located at 11296 S. Harrison Rd. and west of the Pima County Fairgrounds. This location was selected based on the results of a Feasibility Study performed by Kimley-horn and Associates dated November 13, 2025.

The project will utilize standard details and specifications where possible including but not limited to:

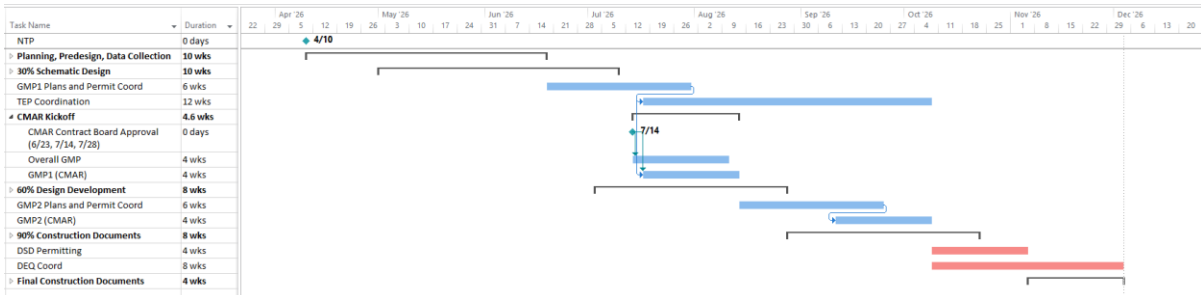
- Pima Association of Governments (PAG) Standard Specifications and Details for Public Improvements
- Pima County Natural Resources, Parks and Recreation Department Standard Specifications and Details for Park Development
- Pima County Regional Wastewater Reclamation Department Standard Specifications and Details for Construction
- Tucson Water Standard Specifications and Details

This project will be managed and constructed using a Construction Manager at Risk (CMAR) process.

This scope of services is based on discussions with County staff in February 2026 and Pima County Procurement Document RFQu-2500025735.

ANTICIPATED SCHEDULE

Kimley-Horn presents the following timeframes for completion of key milestones. This schedule assumes that 60% Design Development stage can begin immediately following 30% Schematic Design stage without the availability of an overall GMP to confirm project budget. Significant changes to site layout will impact the anticipated schedule shown below. The schedule assumes that small aspects of the project will be broken out and moved forward for GMP1 and GMP2 in parallel with the 60% and 90% stages. The effort for these breakouts is included in the associated tasks below.



SCOPE OF SERVICES

Based on the project understanding and discussions with the County, Kimley-Horn's effort will include the below listed tasks. Per the Contract, this proposal is prepared on a Cost Plus Fixed Fee pricing structure, If the hours necessary to complete the tasks are exceeded, Kimley-Horn will coordinate with the County prior to proceeding with the additional work.

TASK 1. PROJECT MANAGEMENT

The Consultant will provide project management related services throughout the project duration which includes schedule and budget management, internal management of resources to complete the project, and Quality Assurance/Quality Control (QA/QC). We assume that the time to complete this project will be on a eight-to-nine-month schedule. Meetings and coordination are specifically broken out below.

MEETINGS AND COORDINATION

The Consultant will meet with the Pima County team throughout the project during. We assume meetings will consist of a project kickoff meeting, bi-weekly coordination meetings, and specific meetings with other County departments, other reviewing agencies, or key stakeholders. We assume upon CMAR selection, the bi-weekly coordination meetings will include the CMAR as necessary. This scope of work and cost proposal accounts for in-person/virtual meetings and in-person site visits. Routine email correspondence and phone calls between the Consultant and County are anticipated as well.

Consultant will coordinate and work with the artist commissioned for the public art component of the project by attending up to four (4) meetings to discuss ideas for the placement of artwork throughout the site. The Pima County Project Manager is responsible for retaining the artist under a separate contract.

PUBLIC ENGAGEMENT

The Consultant will work with the Client and Pima County Communications Department to develop public engagement-related materials as agreed upon by the Client and Consultant. This may include the development of a County Program Identity Logo, flyers/fact sheets, and informational posters. The Consultant will work with the Client to host up to one (1) public open-house, ribbon cutting, or similar event to engage with community members once the facility is constructed. It is anticipated that sub-consultant, Dvineshootingsports LLC, will be in attendance for the engagement event.

Deliverables

- Summary notes/minutes of meetings
- Public engagement related materials and one (1) in-person event

TASK 2. CLAY TARGET INVENTORY, PLANNING, SAFETY ANALYSIS

Kimley-Horn will work with internal Consultant staff and the project's subconsultants for planning and coordination efforts related to initial designs and determinations. Tasks will include evaluation and optimization of preliminary site layout and analyzing the existing shooting range infrastructure and determining what can be reused at the new site. Kimley-Horn and shooting safety sub-consultant, Dvineshootingsports LLC, will lead this discipline and related tasks.

Dvineshootingsports LLC (Doug Vine) – Shooting Sports/Safety Consultant

- Design and technical coordination
- Safety, Environment and Best Management Practices
- Equipment and technology evaluation
- Stakeholder coordination
- Acoustic buffering
- ADA compliance
- Patterning board location

A full scope of services for Dvineshootingsports LLC is attached to this scope of work document.

Deliverables

- Analysis of existing infrastructure, coordination of shooting sports planning efforts for site layouts and final determinations.

TASK 3. SUBCONSULTANT MANAGEMENT AND COORDINATION

Kimley-Horn will coordinate with subconsultants to collect information and monitor/implement subconsultant tasks throughout the duration of the contract. Coordination of site visits for the subconsultants will be completed by the Kimley-Horn team and County Project Manager. An overview of the sub-consultants and their respective tasks are shown below.

Sub-Consultants and Overview of Work to be Performed**Darling Geomatics - Survey**

- Office computations and drafting to prepare deliverable items.
- Perform boundary survey and preparation of Results of Survey drawing.
- Legal description for boundary.
- Topographic / Culture Survey Orthophoto with 1 foot contour interval.
- Field survey to locate all above ground utilities appurtenances and blue stake markings.
- Horizontal control will be based on Pima County published GPS control.
- Registered Land Surveyor's supervision throughout the Project duration.
- Provide a Basis of Bearing and Basis of Elevation statement.

Ninyo and Moore - Soils/Geotechnical

- Mark out field test locations in coordination with the client/owner.
 - Contact Arizona 811 to evaluate utility locations prior to the fieldwork.
- Perform a geotechnical exploration using a truck mounted drill rig, which will include drilling of up to seven exploratory borings to approximate depths of 5 to 20 feet.
- Collect bulk, split spoon, and relatively undisturbed ring soil samples in the boring for laboratory testing and analysis.
- Conduct laboratory testing on subgrade soil samples that will generally include in-situ moisture and dry density, gradation, Atterberg limits, consolidation, and corrosivity (pH, electrical resistivity, soluble sulfates and chlorides concentrations).
- Excavate three test pits to a depth of 12 feet below ground surface for the septic system Soil Absorption Rate (SAR) evaluation.
- Prepare a Geotechnical Evaluation Report.

Breckenridge – Architectural Building Design and MEP

- Architectural, structural, mechanical, electrical, plumbing, fire protection, and fire alarm design, as applicable for an approximate 1,200 square foot building.
- Design of concrete pads, electrical power, and other architectural support services for up to 9 clay shooting shelter units.
- Construction administration services.

A full scope of services for each sub-consultant is attached to this scope of work document.

TASK 4. TRAFFIC IMPACT STATEMENT

The Consultant will prepare a traffic impact analysis to determine any traffic-related needs for off-site improvements adjacent to the site. Trips to and from the site will be requested for the existing site from Pima County to aid in developing traffic volumes for the site. Existing/historical traffic counts will be gathered from the PAG Traffic Data Management System (TDMS).

Exclusions

- New traffic counts or collections

Deliverables

- Final Traffic Impact Statement

TASK 5. ENVIRONMENTAL ANALYSIS

Biological Evaluation

Kimley-Horn will prepare a Biological Evaluation (BE) for the project area. 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 Consultation (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 special status species are known to occur in the project vicinity (remove state if on tribal land). Kimley-Horn's biologists will conduct one site visit to document site characteristics with ground photography. An analysis of effects, determination of effects and USFWS/Agency consultation requirements will be documented in the BE. State sensitive species, noxious and invasive species, and the Migratory Bird Treaty Act, and any required mitigation measures will be discussed (as applicable). Kimley-Horn will assess potential impacts to listed species and make recommendations for future surveys/detailed assessments/mitigation measures (if applicable). Two detailed species analysis will be required (Pima pineapple cactus (PPC) and monarch butterfly). Kimley-Horn will submit the draft BE to the Client for review and one (1) round of comments. Kimley-Horn will finalize the BE based on the Client's comments.

Hazardous Materials

Kimley-Horn will prepare a Preliminary Initial Site Assessment (PISA) to identify potential contamination concerns within the project limits. The PISA documentation will include observations from field reconnaissance (combined with field visit for biological resources) and the review of an environmental database search that be prepared by a third party for the vicinity of the project. Kimley-Horn will submit the draft PISA to the Pima County for review and one (1) round of comments. Kimley-Horn will finalize the PISA based on the Pima County comments.

Exclusions

- Species specific surveys (Pima pineapple cactus, etc.)
- Cultural Resources
- Section 404/401 permitting
- Phase I/II Environmental Site Assessment
- Asbestos and Lead testing
- Additional Environmental Documentation, Fieldwork, and Coordination

Deliverables

- Biological Evaluation
- Preliminary Initial Site Assessment

TASK 6. 30% SCHEMATIC DESIGN

The Consultant will prepare a 30% schematic design to demonstrate the project footprint, project components, and associated disturbance limits. The 30% schematic design will be submitted as plan sheets for initial Pima County department reviews and an initial CMAR GMP. The conceptual design will also be used to identify utility conflicts and required connections. The following discipline breakdowns and sheet summaries estimate the sheet breakdown provided at 30% Schematic Design. Construction details will not be included at 30%. Consultant will complete quantity take-offs to provide a Schedule of Values/Quantities. We assume a cost estimate will not be necessary. Review of CMAR GMP services is covered in Task 10. As part of this task, a Quality Assurance and Quality Control review will be conducted by a senior professional from each discipline.

GENERAL

Cover, General Notes (2 Sheets): The sheets will show basic project information, vicinity map, general and site-specific engineering notes.

SITE CIVIL

Consultant will coordinate with Pima County, subconsultants, and in-house disciplines to complete civil design for the new Clay Target Center to include layout of combination trap and skeet fields, 5-stand field, shooting areas, locations of trap houses and high/low houses, administration building location, shade ramadas, parking lot, vehicular ingress/egress off of Harrison Road, pedestrian access from the parking lot to the shooting areas, and a single full hookup RV site. The site shall be designed for compliance with the Americans with Disabilities Act (ADA). The shooting range shall be designed in accordance with the National Rifle Association (NRA) and/or National Sporting Clays Association (NSCA) guidelines. This task accounts for baseline work and preliminary grading to support further design stages.

Existing Conditions/Overall Site Plan (1 Sheet): The Overall Site Plan will depict the existing site boundary, easements, riparian limits and identifiable site features within the proposed property limits. The Overall Site Plan will also include a Sheet Index.

Site Plan Sheets (18 Sheets): The Site Plan will depict the proposed site improvements, setbacks, building dimensions, vehicular use areas, and pedestrian access routes throughout the project as well as demonstrate compliance with applicable Pima County codes. Horizontal control will not be included at 30% but will be added in subsequent submittals.

Grading and Drainage Plan Sheets (18 Sheets): The Grading and Drainage Plan will depict grading of the proposed site improvements, and disturbed/landscaped areas. Grading will consist of existing and proposed one-foot contours. The plan will indicate Building and Pad Finished Floor Elevation (FFE), grading information for pedestrian paths and parking and ingress/egress areas. The plan will also depict the proposed drainage concept for the project. The Grading and Drainage Plan at 30% will be schematic, with additional detail added in subsequent submittals.

Utility Plan Sheet (12 Sheets): The utility sheet will depict the location of the proposed onsite utilities and reference detailed sheets for potable water, fire suppression water, sewer/septic, and electric.

Erosion Control Plans (1 Sheet): Kimley-Horn will provide an Overall Erosion Control Plan for the project. At 30% stage Erosion Control will only be shown on a single overall sheet, with detailed sheets provided in subsequent submittals. The plan will contain the necessary documentation and descriptions of Best Management Practices needed for compliance with Arizona Pollutant Discharge Elimination System (AZPDES) regulations as regulated by both the Arizona Department of Environmental Quality (ADEQ) and the authority having jurisdiction.

We assume the Contractor will prepare the SWPPP booklet. Please note that the Owner or Contractor are required to use the ADEQ website to prepare the NOI as the onset of construction and NOT at the conclusion.

WATER

Potable Water System

The project assumes the ability to utilize the existing non-exempt well (ADWR Record No. 55-237245) for potable water service at the new Clay Target Center. Kimley-Horn shall prepare design plans for piping connection to the existing onsite water distribution system. Modifications to the existing well or well equipment are excluded from this scope.

The scope includes a review of available information for the existing potable system, including available groundwater well information, as-built drawings, and observations noted during a site visit.

Kimley-Horn shall evaluate potable water distribution routing, service connection locations, and system configuration necessary to serve the new Clay Target Center buildings. Pipe alignments and connection details will be coordinated with the County and site civil design.

The potable system design will be based on the projected water demands per maximum population count provided by the Client. The potable water system design shall be developed in accordance with applicable Tucson Water Standard Specifications and Details.

Kimley-Horn will prepare 30% progress drawings. Deliverables at this stage are anticipated to include:

- A) Overall Piping Plan
- B) Potable Water Plan and Profile Sheets at horizontal scale 1" = 20' and vertical scale 1" = 2'.

Technical Specifications are excluded from this scope. Specifications not available through PAG Standard Specifications or Tucson Water Standard Specifications and Details will be incorporated through Special Provisions completed during subsequent submittal stages.

Potable waterline improvements connecting to the existing onsite potable water system is assumed to require permitting approval for an Approval-To-Construct through Pima County Department of Environmental Quality (PDEQ). Kimley-Horn will meet with PDEQ for one (1) pre-application meeting to confirm permitting requirements.

Fire Storage Tank Design

The scope of work provides design for two (2) fire storage tanks and associated hydrant system to serve 1) the new Clay Target Center and 2) the existing Southeast Regional Park Shooting Range. Fire flow to the sites will be provided through an onsite fire water storage tank and dry hydrant system, to be consistent with the existing fire protection strategy at the existing Southeast Regional Park Shooting Range.

The fire flow system shall be based on NFPA 1142 – Standard on Water Supplies for Suburban and Rural Fire Fighting (2017 edition), ADEQ Engineering Bulletin 10, applicable Tucson Water Standard Specifications and Details, and fire code requirements.

- A) Sizing of the tanks shall be based on the governing fire demand and fire code requirements. Both tanks are assumed to be 70,000 gallons each. Final fire flow requirements and storage sizing are subject to confirmation by the AHJ and may require scope amendment if significant revisions are required.

Kimley-Horn shall conduct a review of available information for the existing water system supply and fire code requirements, including available as-built drawings and observations noted during a site visit.

Kimley-Horn shall coordinate with the Arizona State Fire Marshal's Office as the Authority Having Jurisdiction (AHJ) and the Corona de Tucson Fire District as the contract fire district to confirm fire flow requirements, water delivery rate, fire access requirements, and hydrant configuration/specification. Kimley-Horn assumes four (4) meetings.

The new storage tanks are assumed to be a welded steel tank for water storage. Design of the new tank will include site grading, tank layout, inlet, outlet, overflow piping, access points, associated yard piping, and instrumentation for one (1) level sensor per tank. Tank foundation design is assumed to be a deferred submittal by the Contractor and is excluded from this scope.

Kimley-Horn shall coordinate with required vendors to support development of tank and appurtenance design and specification.

Kimley-Horn will prepare 30% progress drawings. Included in the 30% design process, Kimley-Horn will identify candidate locations for the fire storage tanks based on existing topography, proposed site grading, access, setbacks, utility conflicts, and regulatory siting requirements. These locations will be coordinated with the County, AHJ, and fire district and a selected location shall shown on the 30% progress drawings. Deliverables at this stage are anticipated to include:

- A) Tank Plan per Tank Site
- B) Site and Yard Piping Plans per Tank Site

Storage tanks are assumed to require permitting approval for an Approval-To-Construct through Pima County Department of Environmental Quality (PDEQ). Kimley-Horn will meet with PDEQ for one (1) pre-application meeting to confirm permitting requirements.

The following exclusions apply to this task:

- Modifications to the existing well
- Treatment or sampling for potable water quality and compliance
- Pressure testing and or flow monitoring
- Design for the decommissioning and removal of the existing fire storage tank at the existing Clay Target Center
- Building sprinkler design as part of fire flow storage system
- Booster/Fire Pump System
- Structural design of tank foundation

WASTEWATER

Septic System Design

Previous evaluation indicated the existing public sewer main in Harrison Road is likely too shallow to accommodate a gravity sewer lateral from the project site. Once conceptual site layouts are finalized and the restroom building location is confirmed, Kimley-Horn will re-evaluate the feasibility of connection to the existing public sewer main. This evaluation will confirm whether gravity connection remains unfeasible based on final grading and building location.

Kimley-Horn shall prepare design plans for an onsite wastewater treatment system (septic system) to serve the new restroom building and single RV site at the new Clay Target Center. The wastewater system is anticipated to consist of a conventional septic system, defined for this scope as a gravity-flow

septic tank followed by gravity flow to a subsurface soil absorption system (e.g. trench or bed leach field) utilizing native soils for final effluent dispersal and treatment.

- A) Final system selection will be confirmed following completion of the geotechnical site investigation and regulatory evaluation.
- B) If an alternative system to a conventional system is required, Kimley-Horn will notify the Client and an amendment will be required.

The septic system design will be based on the projected wastewater flows developed from maximum population counts provided by the Client and the soil absorption rates as determined from the geotechnical site investigation. The design shall be prepared in accordance with the AAC.

Included in the 30% design process, Kimley-Horn will identify candidate locations for the septic system based on existing topography, proposed site grading, access, setbacks, utility conflicts, and regulatory siting requirements. These locations will be coordinated with the County and a selected location shall shown on the 30% progress drawings.

Once conceptual site layouts and flow projections are finalized, Kimley-Horn shall coordinate with the project geotechnical subconsultant to define subsurface exploration locations for the septic system design, including soil characterization and percolation testing for an ADEQ-approved Site Investigation Report. One (1) Site Investigation Report is included as part of this scope under the geotechnical subconsultant.

Kimley-Horn will prepare 30% progress drawings. Deliverables at this stage are anticipated to include:

- A) Septic Site Plan, showing area proposed for the primary and reserve disposal fields

The following exclusions apply:

- Additional evaluation, design, or permitting associated with an alternative onsite wastewater treatment technology, lift station, or pressure disposal system is excluded.
- Technical Specifications

ELECTRICAL

The Consultant will provide electrical and lighting engineering design services for the Clay Target Center. This scope includes a new electrical service entrance section (SES) with the understanding that the existing SES is not sized sufficiently per the feasibility study. The Consultant will coordinate with Musco Lighting for the sports field lighting design, ensuring minimal light spill. All photometric calculations for the shooting fields will be provided by Musco Lighting.

Electrical plans will be submitted at the 30%, 60%, 90%, and Final submittal stages. Consultant will identify all existing electrical loads to be relocated to proposed shooting range. Consultant will coordinate with Clay target expert on shooting range equipment power demand and with Architect on power requirements for the administration building and trap/skeet house(s) load requirements.

The Consultant will coordinate with the utility company for new electrical service to the facility. The Consultant will coordinate with the building architect and MEP engineer for building electrical loads. The Consultant design includes bringing an electrical feed to within 5' of the building footprint.

Consultant will prepare Special Provisions for items, details, and procedures not adequately covered by PAG or the County's Supplement to PAG. Final Special Provisions will be sealed by the Engineer in

responsible charge. Special Provisions will be submitted at the 60%, 90%, 100% and sealed stages for project reviews.

The 30% deliverable will include the following sheets:

- Prelim Electrical Site Plan (8 sheets, 1"=20' Scale)

NATIVE PLANT PRESERVATION / RIPARIAN HABITAT / LANDSCAPE / IRRIGATION

Consultant will provide an inventory of all protected native plant species within the project area in accordance with the requirements set forth in Chapter 18.72. Native Plant Preservation of the Pima County Development Code. As part of this inventory work, the Consultant will also evaluate the current mapped Regulated Riparian Habitat (RRH) boundaries located on the site per the methodology provided in the Pima County Technical Procedure, TECH-116. If warranted based on the evaluation of the RRH boundaries, a report will be prepared for submittal to Pima County Regional Flood Control District (PCRFCDD) that requests a modification to the RRH boundary. Upon acceptance by PCRFCDD, a determination will be made on what impacts will occur to the RRH during the development of this project. Mitigation measures will be prepared following the methods set forth in Pima County's Regulated Riparian Habitat Mitigation Standards and Implementation Guidelines. The Consultant will also prepare 30% Native Plant Preservation Plans in compliance with the Pima County Native Plant Preservation Ordinance and in response to the findings of the native plant inventory.

Consultant will prepare 30% landscape and irrigation plans per the requirements of Chapter 18.73 Landscaping, Buffering, and Screening Standards of the Pima County Development Code. Plans and details for landscape treatments including any mitigation requirements per the Native Plant Preservation Ordinance and Regulated Riparian Habitat Mitigation Standards will be provided.

Landscape improvements will follow Pima County NRPR Standard Details & Specifications wherever applicable.

DRAINAGE

The Consultant will prepare preliminary drainage calculations in conformance with Pima County requirements. Calculations will be prepared for Detention and First Flush, FEMA floodplains or locally regulated floodplains impacting the site will be documented, and onsite drainage improvements necessary for the Grading and Drainage Plan will be considered.

Deliverables

We assume plans will be prepared at 20-scale with the following deliverables provided at the 30% Schematic Design Stage.

- RRH Report
- 30% Plan Sheets
- Initial Schedule of Values/Quantities

Note

After 30% Concept Design we anticipate breaking out specific project aspects to develop GMP1 and prepare permitting documents for GMP1.

TASK 7. 60% DESIGN DEVELOPMENT

Consultant will coordinate with the County and CMAR engaged during the 30% stage. We assume the CMAR will provide an initial GMP based on the 30% Schematic Design. The Consultant will coordinate with the County and CMAR to evaluate the initial GMP vs the project budget, evaluate CMAR assumptions in preparation of the GMP, and consider value engineering options and/or site revisions to meet the project budget. Consultant and CMAR will also coordinate to prioritize finalizing the design of items of work that can be started or purchased prior to completion of the 100% design package such as salvage of existing equipment, clearing and grubbing, site grading, and long lead items.

We assume that revisions to the design to meet project budget will occur in the Design Development (60%) stage. The Consultant will go through an exercise with the County and CMAR to address any value engineering and changes to the design needed to meet the project budget. The Design Development (60%) stage will include plan sheets, initial construction details, and a Special Provisions outline. As part of this task, a Quality Assurance and Quality Control review will be conducted by a senior professional from each discipline.

SITE CIVIL

Kimley-Horn will advance the design and plan sheets to 60%. Additional Erosion Control Sheets will be added to the Overall Erosion Control Plan provided at 30%. Initial Construction Details and Special Provisions Outline will be added.

WATER

Potable Water System

Kimley-Horn will prepare 60% progress drawings. Deliverables at this stage are anticipated to include:

- a) Revisions based on 30% comments
- b) Overall Piping Plan
- a) Potable Water Plan and Profile Sheets at horizontal scale 1" = 20' and vertical scale 1" = 2'.
- c) Details

Fire Storage Tank Design

Kimley-Horn shall continue coordination with the Arizona State Fire Marshal's Office as the AHJ and the Corona de Tucson Fire District as the contract fire district regarding fire flow requirements, water delivery rate, fire access requirements, and hydrant configuration/specification. Kimley-Horn assumes two (2) meetings.

Kimley-Horn shall continue coordination with required vendors to support development of tank and appurtenance design and specification.

Kimley-Horn will prepare 60% progress drawings. Kimley will prepare a preliminary Basis of Design Report in support of the design. If necessary, a localized hydraulic analysis to confirm capacity for new additions to the water system will be prepared with the Basis of Design Report. We assume any well pump, flow, and/or pressure data will be provided by Pima County. Deliverables at this stage are anticipated to include:

- A) Revisions based on 30% comments
- B) Tank Plan per Tank Site
- C) Tank Sections per Tank Site

- D) Site and Yard Piping Plans per Tank Site
- E) Details
- F) Preliminary Basis of Design Report

WASTEWATER

Septic System Design

Following the receipt of the geotechnical Site Investigation results, Kimley-Horn shall review applicable requirements of the Arizona Administrative Code (AAC) Title 18, Chapter 9 to determine the appropriate wastewater system type, sizing requirements, and site constraints.

- A) If an alternative system to a conventional system is required, Kimley-Horn will notify the Client and an amendment will be required.

Kimley-Horn will perform design calculations and design approach will be documented in a preliminary Basis of Design Report. Kimley-Horn shall coordinate with septic tank manufacturer to support development of septic system design and specification.

Kimley-Horn will prepare 60% progress drawings. Deliverables at this stage are anticipated to include:

- A) Revisions based on 30% comments
- B) Yard piping plan, showing connections from the restroom building and RV hookup
- C) Septic Site Plan, showing area reserved for the primary and reserve disposal fields
- D) Septic area grading plan (included in site civil plans)
- E) Details

Technical Specifications for the septic system are excluded from this scope. Further specifications not available through PAG Standard Specifications or Pima County Regional Wastewater Reclamation District Standard Specifications and Details will be incorporated through Special Provisions in later design/submittal stages.

Kimley-Horn anticipates this project will be permitted under Arizona Department of Environmental Quality's (ADEQ) Type 4 General Permit. Kimley-Horn will meet with ADEQ for one (1) pre-application meeting.

ELECTRICAL

The Consultant will address comments from the 30% submittal and develop the design to a 60% level.

The 60% deliverable will include the following sheets:

- Electrical General Notes and Legend (1 sheet)
- Electrical Site Plan (8 sheets, 1"=20' Scale)
- Electrical Details (2 sheets), Single line diagram, panel schedules, lighting pole details
- Photometric Sheets (8 sheets, 1"=20' Scale)
- Musco Details (2 sheets)

NATIVE PLANT PRESERVATION / RIPARIAN HABITAT / LANDSCAPE / IRRIGATION

The Consultant will prepare 60% Native Plant Preservation Plans and landscape and irrigation plans in compliance with applicable Pima County Ordinances. The Consultant will continue working with PCRFCO on necessary RRH Report submittal requirements.

DRAINAGE

The Consultant will update drainage calculations prepared in the 30% stage. Consultant will prepare an Initial Drainage Report in conformance with Pima County requirements. The Initial Drainage Report will summarize drainage requirements, calculations, and provide design recommendations.

Deliverables

- 60% Plans and Details
- Special Provisions Outline
- Updated Schedule of Values/Quantities
- Initial Drainage Report

Note

After 60% Design Development we anticipate breaking out specific project aspects to develop GMP2 and prepare permitting documents for GMP2.

TASK 8. 90% CONSTRUCTION DOCUMENTS

Consultant will address one round of consolidated comments from Pima County and the CMAR on the 60% Plans and progress the level of detail on the plans to the 90% Stage. We assume that design revisions to meet project budget will not be required at this stage. If changes to the site and/or design are necessary based on comments and/or budget, the effort will be included as part of the Allowance included in Task 11. The sheets included with the 60% Plans will be updated to 90%. The Consultant will prepare Special Provisions at this stage. As part of this task, a Quality Assurance and Quality Control review will be conducted by a senior professional from each discipline.

SITE CIVIL

Kimley-Horn will advance the plans and details to 90%. Full Special Provisions will be prepared.

WATER

Potable Water System and Permitting

Technical Specifications are excluded from this scope. Specifications not available through PAG Standard Specifications or Tucson Water Standard Specifications and Details will be incorporated through specification language noted on the Drawings or Special Provisions. Draft Special Provisions required will be provided at this submittal stage.

Kimley-Horn will prepare 90% progress drawings. Deliverables at this stage are anticipated to include:

- A) Revisions based on 60% comments
- B) Overall Piping Plan
- C) Potable Water Plan and Profile Sheets at horizontal scale 1" = 20' and vertical scale 1"=2'.
- D) Details

Potable waterline improvements connecting to the existing onsite potable water system is assumed to require permitting approval for an Approval-To-Construct through Pima County Department of Environmental Quality (PDEQ). Kimley-Horn will prepare and submit sealed 90% drawings, design memorandum, and application form, as required by PDEQ. Kimley-Horn assumes one (1) review cycle with reasonable comments from PDEQ. All permitting fees shall be paid by the County.

Fire Storage Tank Design and Permitting

Specifications for the welded steel tank will be prepared and incorporated into the Contract Documents through Special Provisions. Further specifications not available through PAG Standard Specifications or Tucson Water Standard Specifications and Details will be incorporated through specifications noted on the Drawings or through Special Provisions. Draft Special Provisions required will be provided at this submittal stage.

Kimley-Horn will prepare 90% progress drawings. Updates to the preliminary Basis of Design Report will be provided if changes have occurred between 60% and 90%.

- A) Revisions based on 90% comments
- B) Tank Plan per Tank Site
- C) Tank Sections per Tank Site
- D) Site and Yard Piping Plans per Tank Site
- E) Details

Potable storage tanks are assumed to require permitting approval for an Approval-To-Construct through PDEQ. Kimley-Horn will prepare and submit the Basis of Design Report, sealed 90% drawings, and application form, as required by PDEQ. Kimley-Horn assumes one (1) review cycle with reasonable comments from PDEQ. All permitting fees shall be paid by the County.

WASTEWATER**Septic System Design and Permitting**

Kimley-Horn will prepare 90% progress drawings. Updates to the preliminary Basis of Design Report will be provided if changes have occurred between 60% and 90%.

Deliverables at this stage are anticipated to include:

- A) Revisions based on 60% comments
- B) Yard piping plan, showing connections from the restroom building and RV hookup
- C) Septic Site Plan, showing area reserved for the primary and reserve disposal fields
- D) Septic area grading plan (included in site civil plans)
- E) Details

Kimley-Horn will prepare permit documents for the onsite septic system, including the application form, a Basis of Design Report, sealed 90% drawings, an operations & maintenance (O&M) plan, and calculations for the proposed wastewater system. Kimley-Horn will coordinate the required signatures from the County. Kimley-Horn assumes one (1) review cycle with reasonable comments from ADEQ. All permitting fees shall be paid by the County.

ELECTRICAL

The Consultant will address comments from the 60% submittal and develop the design to a 90% level.

The 90% deliverable will include the following sheets:

- Electrical General Notes and Legend (1 sheet)
- Electrical Site Plan (8 sheets, 1"=20' Scale)
- Electrical Details (4 sheets), Single line diagram, panel schedules, lighting pole details, conduit/conductor schedule, lighting schedule, trench/pull box details
- Photometric Sheets (8 sheets, 1"=20' Scale)
- Musco Details (2 sheets)

NATIVE PLANT PRESERVATION / RIPARIAN HABITAT / LANDSCAPE / IRRIGATION

The Consultant will prepare 90% Native Plant Preservation Plans and landscape and irrigation plans in compliance with applicable Pima County Ordinances. The Consultant will continue working with PCRFCO on necessary RRH Report submittal requirements.

DRAINAGE

The Consultant will update the Initial Drainage Report based on comments provided by Pima County and prepare a Final Drainage Report for submittal at the 90% stage.

Deliverables

- 90% Construction Documents (Construction Plans, Special Provisions)
- Updated Schedule of Values/Quantities
- Final Drainage Report
- Final RRH Report and Mitigation Plan

TASK 9. 100% FINAL CONSTRUCTION DOCUMENTS

Consultant will address one round of consolidated comments from Pima County and the CMAR on the 90% Plans and Special Provisions and progress the documents to 100% stage. We assume that design revisions to meet project budget will not be required at this stage. If changes to the site and/or design are necessary based on comments and/or budget, the effort will be included as part of the Allowance included in Task 11. The sheets included with the 90% Plans will be updated to 100%.

SITE CIVIL

Kimley-Horn will advance the plans and details to 100%.

WATER

Potable Water System

Kimley-Horn will prepare 100% Final Design drawings. Updated design memorandum will be provided if changes have occurred based on permitting comments from PDEQ.

Deliverables at this stage are anticipated to include:

- A) Revisions based on 90% comments and permitting comments
- B) Overall Piping Plan
- C) Potable Water Plan and Profile Sheets at horizontal scale 1" = 20' and vertical scale 1"=2'.

D) Details

Fire Storage Tank Design

Kimley-Horn shall coordinate with the Arizona State Fire Marshal's Office as the AHJ and the Corona de Tucson Fire District as the contract fire district to continue coordination regarding fire flow requirements, water delivery rate, fire access requirements, and hydrant configuration/specification. Kimley-Horn assumes two (2) meetings.

Kimley-Horn will prepare 100% Final Design drawings. Final Basis of Design Report will be provided if changes have occurred based on permitting comments from PDEQ.

Deliverables at each submittal stage are anticipated to include:

- A) Revisions based on 90% comments and permitting comments
- B) Tank Plan per Tank Site
- C) Tank Sections per Tank Site
- D) Site and Yard Piping Plans per Tank Site
- E) Details

Kimley-Horn shall coordinate with the Arizona State Fire Marshal's Office as the AHJ for plan approval signature. Kimley-Horn assumes (1) meeting.

WASTEWATER

Septic System Design

Kimley-Horn will prepare 100% Final Design drawings. Final Basis of Design Report will be provided if changes have occurred based on permitting comments from ADEQ.

Deliverables at this stage are anticipated to include:

- A) Revisions based on 90% comments and permitting comments
- B) Yard piping plan, showing connections from the restroom building and RV hookup
- C) Septic Site Plan, showing area reserved for the primary and reserve disposal fields
- D) Septic area grading plan (included in site civil plans)
- E) Details

ELECTRICAL

The Consultant will address comments from the 90% submittal and develop the design to a Final signed/sealed deliverable.

NATIVE PLANT PRESERVATION / RIPARIAN HABITAT / LANDSCAPE / IRRIGATION

The Consultant will address comments from the 90% submittal and develop the design to a Final signed/sealed deliverable.

Deliverables

- 100% Final Sealed Construction Plans
- Final Schedule of Values/Quantities

- Final Special Provisions

TASK 10. CMAR COORDINATION AND CONSTRUCTION BUDGETING

Kimley-Horn will assist the County with review of GMPs submitted by the CMAR. Review will consist of confirming quantities, evaluating unit prices, and providing comments and suggestions to the County for future stage revisions to meet construction funding limits. During design, Kimley-Horn will coordinate with the CMAR throughout the design phase and will assist when requested for evaluation of design alternatives and exhibits.

TASK 11. DESIGN ALLOWANCE

Task 11 is prepared as an allowance. We assume that minimal site layout and design changes will occur during Schematic Design (30%) and Design Development (60%) stages, as outlined in Tasks 6 and 7. The scope and fee associated with Task 11 will only be used if design changes initiated by Pima County or the CMAR during the 30% or 60% stage are extensive or occur after the Design Development (60%) stage (Task 7).

TASK 12. PERMITTING AND CONSTRUCTION ADMINISTRATION

Consultant will provide Construction Administration services for the project. The hours provided in Exhibit B are estimates. Any hours not used will not be invoiced. If hours are on track to be exceeded, Consultant will inform the County before proceeding with additional hours. We assume inspection services will be provided by Pima County or a third party. The Contractor will provide an overall construction schedule and shall be responsible for managing and maintaining the construction schedule.

We assume the following tasks will be performed as part of Construction Administration:

Consultant will coordinate the project product submittal review process and any RFIs. The Contractor will be responsible for distributing submittals to the County PM and the Consultant PM. Consultant team will distribute the submittal to the responsible technical discipline for review and return to the County PM for distribution to the Contractor.

Consultant will attend up to 20 weekly construction meetings. Consultant attendance will include either Project Manager or Project Engineer and any technical disciplines with significant work being performed. The CMAR will be responsible for providing meeting notes for review by the Consultant and County. The Consultant will pair the construction meetings with site observation visits. The Consultant will provide the County PM and CMAR with notes regarding construction observation and any deviation from the schedule, plans, or specifications.

The Consultant shall not be responsible for construction means, methods, techniques, or procedures in connection with the Work, nor shall they be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents; for the acts or omissions of the Contractor, or Subcontractors agents or employees. The Consultant shall not have the authority to stop work on the construction site.

Consultant will review CMAR invoices/pay apps for consistency with completed construction. County will be responsible for approval and processing of Contractor invoices/pay apps.

Consultant will attend the initial Punch-List site meeting with a representative from each technical discipline. Consultant will coordinate the complication of Punch-List items from each technical discipline, the County PM, and the Contractor into a Master Initial Punch-List. We assume the Punch-List site meeting will not be scheduled until the construction is substantially complete. Attendance of more than an initial and final Punch-List site meeting is excluded from this scope of services.

Consultant will attend a final Punch-List site meeting to review and verify the initial Punch-List items were addressed. Consultant will prepare a final Punch-List for any remaining items requiring contractor attention.

Consultant will coordinate product warranty documentation and operations and maintenance documentation. The Contractor will be responsible for preparing this documentation. Consultant's tasks only include review and coordination.

Consultant will review and verify that Contractor As-Built/Record Drawings accurately document the as-built conditions based on record of changes made during the construction process. The Contractor will be responsible for preparing As-Built/Record Drawings to the County.

EXCLUSIONS

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

- Cultural Resources monitoring or clearances.
- Purchasing of infrastructure or range equipment to be utilized at the Clay Target Center.
- Payment of any permit or review fees.
- Payment of any in-lieu fee mitigation required for RRH disturbance.

COST

A rate and fee breakdown along with person-hour estimate are provided in Exhibit A (attached). Hours per task are estimates only. Kimley-Horn reserves the right to move Task budgets as needed internally.

CLOSURE

We appreciate the opportunity to provide these services to you and begin to move forward with this very important project. Please contact Joseph Cuffari at (520) 352-8628 or joseph.cuffari@kimley-horn.com if you have any questions.

Thank you for the opportunity to continue to work with Pima County.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES



Joseph Cuffari, CFM
Project Manager



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

Pima County - Clay Target Center Relocation
Fee Derivation RFQu-2500025735
 Kimley-Horn and Associates, Inc.
 March 17, 2026

EXHIBIT A

1 of 2

<u>Estimated Direct Labor (Tasks 1-12)</u>	Estimated Work Hours	Direct Hourly Labor Rate	Labor Costs
Senior Professional II	20	\$101.45	\$2,029.00
Senior Professional I	524	\$82.58	\$43,271.92
Professional	835	\$61.31	\$51,193.85
Analyst	1571	\$46.26	\$72,674.46
Designer/Sr. Technician	0	\$65.85	\$0.00
Technician	684	\$47.47	\$32,469.48
Admin	70	\$30.60	\$2,142.00
Direct Labor	3704	Total Labor Cost:	\$203,780.71
Overhead (Audited Overhead Rate) @	197.39%		\$402,242.74
		Profit (Direct Labor + Overhead) x 8%	\$48,481.88
		Total Labor Fee (Tasks 1-12)	\$654,505.33

Estimated Direct Expenses

(Listed by item - NO MARKUP)

<u>Type</u>	<u>Costs</u>
Environmental and Electrical Teams (8 trips @ 280 miles round trip x \$0.70 reimbursement)	\$1,568.00
Total Estimated Direct Expenses:	\$1,568.00

Estimated Outside Services and Consultants

(Listed by item - NO MARKUP)

<u>Subconsultant</u>	<u>Service</u>	<u>Costs</u>
Darling Geomatics	Survey	\$16,337.00
Ninyo & Moore	Soils/Geotechnical	\$23,998.08
Dvineshootingsports LLC (Doug Vine)	Shooting Range Expert	\$26,755.00
Breckenridge	Architects	\$79,090.08
	Total of Subconsultants	\$146,180.16
	TOTAL FEE:	\$802,253.49

**Pima County - Clay Target Center Relocation
Estimate of Work Hours**

Task No.	Description	Senior Professional II	Senior Professional I	Professional	Analyst	Designer/Sr. Technician	Technician	Admin	Total
1.0	Project Management								
	Coordination Efforts / Meetings	0	60	25	25	0	0	20	130
	Site Visits / Public Engagement	0	25	30	25	0	0	10	90
	Project Management	10	50	0	25	0	0	20	105
	Hours Subtotal	10	135	55	75	0	0	50	325
2.0	CTC Inventory, Planning, Safety Analysis								
	Safety Planning Efforts	0	12	24	20	0	0	0	56
	Coordination Meetings	0	16	16	8	0	0	10	50
	Hours Subtotal	0	28	40	28	0	0	10	106
3.0	Sub Consultant Management and Coordination								
	Sub Management	0	10	0	10	0	0	10	30
	Hours Subtotal	0	10	0	10	0	0	10	30
4.0	Traffic Impact Statement								
	Traffic Impact Statement	0	3	10	30	0	0	0	43
	Hours Subtotal	0	3	10	30	0	0	0	43
5.0	Environmental Analysis								
	Bio Evaluation and Endangered Species Memo	8	16	0	30	0	0	0	54
	Hours Subtotal	8	16	0	30	0	0	0	54
6.0	30% Schematic Design								
	Civil Considerations	0	8	26	100	0	100	0	234
	Water Considerations	0	8	52	80	0	0	0	140
	Wastewater Considerations	0	2	12	16	0	0	0	30
	Site Electrical Considerations	0	10	0	50	0	40	0	100
	Landscape and Irrigation Considerations	0	16	36	80	0	0	0	132
	Riparian Habitat and Native Plant Inventory & Report	0	16	36	92	0	0	0	144
	Drainage Calculations	0	8	12	60	0	0	0	80
	Hours Subtotal	0	68	174	478	0	140	0	860
7.0	60% Design Development								
	Civil Considerations	0	8	20	80	0	100	0	208
	Water Considerations	0	8	52	96	0	0	0	156
	Wastewater Considerations	0	2	36	54	0	72	0	164
	Site Electrical Considerations	0	20	0	54	0	40	0	114
	Landscape Considerations	0	24	36	60	0	0	0	120
	Initial Drainage Report	0	8	10	40	0	0	0	58
	Hours Subtotal	0	70	154	384	0	212	0	820
8.0	90% Construction Document Review								
	Civil Considerations	0	6	20	60	0	100	0	186
	Water Considerations	0	5	40	60	0	0	0	105
	Wastewater Considerations	0	2	16	30	0	24	0	72
	Site Electrical Considerations	0	10	0	36	0	40	0	86
	Landscape Considerations	0	20	30	60	0	0	0	110
	Final Drainage Report	0	8	0	20	0	0	0	28
	Hours Subtotal	0	51	106	266	0	164	0	587
9.0	100% Final Construction Documents								
	Civil Considerations	0	6	16	36	0	58	0	116
	Water Considerations	0	2	12	20	0	0	0	34
	Wastewater Considerations	0	1	10	20	0	0	0	31
	Site Electrical Considerations	0	4	0	20	0	12	0	36
	Landscape Considerations	0	10	20	30	0	10	0	70
	Hours Subtotal	0	23	58	126	0	80	0	287
10.0	CMAR Coordination and Construction Budgeting								
	CMAR Coordination	2	20	10	8	0	0	0	40
	Hours Subtotal	2	20	10	8	0	0	0	40
11.0	Design Allowance								
	Design Allowance	0	30	60	60	0	60	0	210
	Hours Subtotal	0	30	60	60	0	60	0	210
12.0	Permitting and Construction Admin								
	RFIs/Shop Drawings	0	10	32	24	0	16	0	82
	Construction Meetings	0	40	100	40	0	0	0	180
	Review Invoices	0	12	12	0	0	0	0	24
	Punch List	0	4	12	4	0	0	0	20
	Warranty Info / Record Drawing review	0	4	12	8	0	12	0	36
	Hours Subtotal	0	70	168	76	0	28	0	342
	Direct Hourly Rate	\$101.45	\$82.58	\$61.31	\$46.26	\$65.85	\$47.47	\$30.60	
	Total Hours	20	524	835	1571	0	684	70	3704

Proposal: Subject Matter Expert (SME) Consulting Services

Project: Pima County Clay Target Center Relocation & Development

To: Joseph Cuffari, Kimley-Horn

From: Dvineshootingsports LLC, Shooting Sports Consultant

As your consultant, I will bridge the gap between civil engineering and the specialized requirements of the **Amateur Trapshooting Association (ATA)**, **National Skeet Shooting Association (NSSA)**, and **National Sporting Clays Association (NSCA)**.

Project Understanding

Pima County is relocating its Southeast Regional Park Clay Target Center due to the "Project Blue" data center development. This project requires the design of a world-class facility featuring **eight multi-use ranges**(Trap/Skeet/Wobble) and a **Five-Stand** sporting clays station with night-shooting capabilities. Success requires strict adherence to NSSA/ATA geometric standards, EPA Lead Best Management Practices (BMPs), and local Pima County lighting ordinances.

Scope of Services

1. Design & Technical Coordination

- **Layout Review & Civil Integration:** Review of Kimley-Horn's site plans to ensure proper orientation (ideally North/North-East) to manage sun glare, shot fall zones (minimum 300-yard radius), and safety fan overlays.
- **Skeet House Architectural Specs:** Assist and provide detailed design requirements for the **High and Low Skeet Houses**, including:
 - Target thrower mounting elevations (High: 10', Low: 3').
 - Structural requirements for machine vibration and ballistic protection.
 - Target opening dimensions and safety baffle geometry.
 - Architectural design of skeet houses keeping in line with local styling .
- **Electrical & Infrastructure Coordination:** Define power requirements for clay target machines (voice activated release systems) and integrated field lighting. Also potential for converter for 12v battery back up incase of power outage .
- **Night Operations & Lighting:** Specify NEMA beam patterns for specialized sports lighting to ensure "clay-to-sky" visibility (minimum 50-75 foot-candles at the target break zone) while minimizing light spill per Pima County's dark-sky requirements.

Safety, Environment & Best Management Practices (BMPs)

- **Safety Fan & Layout Certification:** Verify all eight ranges meet ATA/NSSA regulatory safety distances to prevent shot-over-shot interference.
- **Lead Stewardship Plan:** Develop recommendations for the **EPA Lead BMPs**, which includes but is not limited to topographical suggestions, flat shot fall area to facilitate future lead reclamation/harvesting.

- **Five-Stand Design:** Layout for five shooting positions with independent shade structures and technical placement for 6–8 trap machines to provide diverse and entertaining target presentations.

Equipment & Technology Evaluation

- **Existing Asset Audit:** In-person evaluation of current Pima County machines to determine "Re-use," "Refurbish," or "Discard" status.
- **Procurement Support:** Draft technical specifications for new trap/skeet machines and coordinate with vendors for bulk purchasing.
- **Point of Sale (POS) & Field Tech:** Recommend integrated POS systems (such as Clover) also in field Target counting systems that are compatible with new or existing equipment that allow for "pay-as-you-play" RFID card systems to manage target inventory and revenue.

Additional Considerations (The "Missing Pieces")

To ensure a "Turn-Key" proposal, I have included these typical but often overlooked items:

- **Acoustic Buffering:** Recommendations for berm heights or vegetative buffers to manage the "shot-clap" noise profile relative to the new data center neighbors.
- **ADA Compliance:** Specific station grading to ensure all shooting pads are accessible per 2010 ADA Standards for Accessible Design.
- **Patterning Board Location:** Inclusion of a dedicated area for shooters to test their choke/load patterns

Stakeholder Coordination

- **Project Meetings:** Attendance at virtual design progress meetings with Kimley-Horn.
- **Range Master Consultation:** Conduct virtual interviews and **in-person session** with Pima County Range Masters to ensure the design meets their daily operational flow and maintenance needs.

Schedule of Fees

Direct Labor Rate	Overhead (115%)	Profit (8%)	Billing Rate
\$64.60	\$74.29	\$11.11	\$150.00

Task Item	Estimated Hours	Direct Labor	Total
Design Coordination & Layout Review	60	\$150	\$9,000
Skeet House Specs & 5-Stand Design	30	\$150	\$4,500
Lead BMP & Safety Certification	10	\$150	\$1,500
Equipment/POS Evaluation & Procurement	20	\$150	\$3,000
Meetings & Range Master Coordination	40	\$150	\$6,000
Total Estimated Professional Fee (Sub Total)	160	\$150	\$24,000
Reimbursable Expenses			\$2,755
Total Fee			\$26,755

Reimbursable Expenses

Expenses are billed at cost with no markup, per GSA rates:

- **Airfare:** Round-trip to Tucson International Airport (TUS).
 - \$500 round trip (assume 2 trips) = \$1,000
- **Lodging:** Hotel stay in Tucson (if scheduling requires).
 - \$171 per day (assume 5 days) = \$855
- **Transportation:** Rental car or Kimley-Horn provided transit.
 - \$250 (assume 2 trips, rental car) = \$500
- **Per Diem:** \$80 per day for meals/incidental expenses.
 - \$400 total (assume 5 days)



March 13, 2026

Joseph Cuffari, CFM
 Kimley Horn
 3300 East Sunrise Drive Ste. 130
 Tucson, Az 85718
 Sent via email: joseph.cuffari@kimley-horn.com

RE: Pima County Clay Target Shooting Range, Survey Bid
 ±70 acres within Section 15, Township 16 South, Range 16 East G&SRM

I am pleased to forward this proposal for land surveying services to provide boundary, culture and topography survey for a roughly 70 acre parcel of land within APN 305-01-0120 and office support. The following will outline an itemized, detailed scope of work, exclusions, fee schedule and miscellaneous language as it pertains to this Project. Darling Geomatics is an award winning certified DBE, WBE, WOSB and SBE land surveying company.

SCOPE OF WORK:

- 1) Office computations and drafting to prepare deliverable items.
- 2) Perform boundary survey and preparation of Results of Survey drawing.
- 3) Legal description for boundary.
- 4) Topographic / Culture Survey Orthophoto with 1 foot contour interval.
- 5) Field survey to locate all above ground utilities appurtenances and blue stake markings.
- 6) Horizontal control will be based on Pima County published GPS control.
- 7) Registered Land Surveyor’s supervision throughout the Project duration.
- 8) Provide a Basis of Bearing and Basis of Elevation statement.

Summary				
Survey Crew	2 Man	Total Hours	30 @ \$190.00	\$5,700.00
UAS LIDAR	2 Man	Total Hours	3 @ \$296.00	\$888.00
UAS Post Processing		Total Hours	4 @ \$132.00	\$528.00
Registered Land Surveyor		Total Hours	4 @ \$202.00	\$808.00
Project Manager		Total Hours	6 @ 156.00	\$936.00
Drafting & Computations		Total Hours	20 @ \$117.00	\$2,340.00
Administration		Total Hours	2 @ \$112.00	\$224.00
Site Mobilization		Total Hours	4@ \$132.00	\$528.00
Additional Survey allowance	2 Man	Total Hours	20 @ \$190.00	\$3,800.00
Drafting & Computations		Total Hours	5 @ \$117.00	\$585.00
Total Project				\$16,337.00

The estimated fee for work outlined in the Base Scope of Work shall be: \$ 16,337.00

EXCLUSIONS:

- 1) Legal descriptions and/or legal exhibits unless otherwise specified within the scope of work above.
- 2) Any work due to changes in the documents used to generate this proposal.
- 3) Meeting attendance.

This proposal, its terms, fees and conditions are effective for ninety (90) days from date of this proposal. Fees are based on the scope of services presented above from our review and understanding of the project.

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.

MISCELLANEOUS:

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.

In performing its services, Darling Geomatics may receive information prepared or compiled by others, including plans, CAD files, and/or other information. Darling Geomatics is entitled to rely upon the accuracy and completeness of said information, without independent evaluation or verifications. Darling Geomatics will not be held liable for any errors or omissions resulting from the use of plans or data provided by the client or client's agents in completing the scope of work.

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,



Geoffrey K Brimhall, RLS
Survey Division Manager

Darling Geomatics

Award Winning Certified DBE, WBE, WOSB, SBE 3D Scanning and Environmental Consulting Firm

Award Winning Certified WBE, WOSB and SBE Land Surveying Company

U of A Tech Park

9040 South Rita Road, Ste #2350, Tucson, AZ 85747

Ph (520) 298-2725 / Fax (520) 298-2767 / Cell (520) 305-0668 / Direct (520) 203-0316

www.darlingltd.com

ACCEPTANCE AND AUTHORIZATION TO PROCEED:

Accepted by: _____

On behalf of: _____

Date: _____



RATE SUMMARY

DATE:

3/6/2026

Firm Name: Darling Geomatics
Project/Contract Description: Pima County Clay Target Shooting Range
 Qualified Consultants List

Overhead %	150.00%
Profit %	8.0%

	A	B	C	D
Discipline	Direct Labor Rate	Overhead	Profit	Billing Rate
Survey Crew - 2 Man	\$ 70.37	\$ 105.56	\$ 14.07	\$ 190.00
UAS LIDAR - 2 Man	\$ 109.63	\$ 164.45	\$ 21.93	\$ 296.00
Registered Land Surveyor	\$ 74.81	\$ 112.22	\$ 14.96	\$ 202.00
Project Manager	\$ 57.78	\$ 86.66	\$ 11.56	\$ 156.00
UAS Post Processing	\$ 48.89	\$ 73.34	\$ 9.78	\$ 132.00
Drafting and Computations	\$ 43.33	\$ 65.00	\$ 8.67	\$ 117.00
Clerical/Admin	\$ 41.48	\$ 62.22	\$ 8.30	\$ 112.00

Formulas

- (A) Direct Labor Rate
- (B) Overhead x (A)
- (C) Profit x (A+B)
- (D) Billing Rate (A+B+C)

March 10, 2026
Proposal No. 12TUC02-02922

Mr. Joseph Cuffari
Kimley-Horn and Associates
3300 East Sunrise Drive, Suite 130
Tucson, Arizona 85718

Subject: Proposal to Provide Geotechnical Engineering Services
Pima County Southeast Regional Park
Clay Target Center Relocation
11296 South Harrison Road
Pima County, Arizona

Dear Mr. Cuffari:

Ninyo & Moore is pleased to submit this proposal to provide engineering services for the above-mentioned project. This proposal is based on the information that we received from your office. It outlines our scope of services, project assumptions, anticipated schedule, and estimated fee for this project.

PROJECT DESCRIPTION

We understand that the project includes relocation of the existing Clay Target Shooting Range located south of 11296 South Harrison Road in Tucson, Arizona. The proposed facilities and improvements will include:

- Combination Trap and Skeet;
- New Building;
- New Parking Area;
- New Access Road; and
- Septic/Leach field.

We assume the new improvements be supported on shallow foundations with a slab-on-grade. Ninyo & Moore was requested to provide a proposal for geotechnical services in support of the project design and construction.

SCOPE OF SERVICES

The scope of services we will perform for the project are summarized below:

- Conduct a field trip to the project areas to mark out field test locations in coordination with the client/owner.
- Contact Arizona 811 to evaluate utility locations prior to the fieldwork.
- Perform a geotechnical exploration using a truck mounted drill rig, which will include drilling of up to seven exploratory borings to approximate depths of 5 to 20 feet. The borings will be drilled to the target depth or refusal on very dense cobbly/cemented deposits. A Ninyo & Moore employee will observe the drilling fieldwork and prepare the boring logs.
- Collect bulk, split spoon, and relatively undisturbed ring soil samples in the boring for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System (USCS) and ASTM International (ASTM) D2488 by observing cuttings and samples. Soil samples will be placed in large plastic bags and will be transported to a Ninyo & Moore laboratory for testing.
- Conduct laboratory testing on subgrade soil samples that will generally include in-situ moisture and dry density, gradation, Atterberg limits, consolidation, and corrosivity (pH, electrical resistivity, soluble sulfates and chlorides concentrations).
- Excavate three test pits to a depth of 12 feet below ground surface for the septic system Soil Absorption Rate (SAR) evaluation. The test pits will be logged in accordance with the ASTM D5921 Method for Subsurface Soil Characterization and logged in accordance with Arizona Department of Environmental Quality (ADEQ) methods outlined in the Uniform Site Investigation Report Form. Test pits will be backfilled using the spoils from the excavation
- Prepare a geotechnical evaluation report to include classifications of the exploratory samples, boring log and results of the laboratory testing. The report will also include a cover letter sealed by a Professional Engineer licensed in the State of Arizona, as well as the following information:
 - Description of work scope, laboratory, and field procedures;
 - Description of regional and site geology and geologic hazards;
 - Subsurface soil and groundwater conditions;
 - Maps and boring plans;
 - Description of the excavation characteristics of on-site soils;
 - Discussion of potential earthwork issues;
 - Discussion of potentially problem soils, such as collapsible and expansive soils;
 - Estimated earthwork factors;
 - Seismic design parameters in accordance with International Building Code;
 - Evaluation of potential for re-use of on-site soils;

- Subgrade preparation measures for the new foundations and slab on grade;
- Recommended allowable bearing pressures;
- Recommended lateral earth pressures;
- New pavement structural sections;
- Coefficient of friction between concrete and soil;
- Discussion of soil corrosivity;
- ADEQ form with estimated SAR values and septic leach field construction considerations; and;
- Drainage recommendations.

ASSUMPTIONS

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

- The fieldwork will be performed during normal work week, days and hours.
- The site is accessible for a two-wheel drive drill rig and access will be granted.
- Groundwater will not be encountered.
- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will not need to obtain any permits or environmental clearances for this project.

SCHEDULE

We are prepared to initiate this project immediately and could begin the fieldwork within about three weeks after receiving notice-to-proceed. Fieldwork will take two days and will be coordinated with the client/owner. The geotechnical report will be submitted five weeks after completion of fieldwork.

ESTIMATED FEE

We propose to perform the work scope described on a time and materials basis not to exceed \$23,998.08. 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. To authorize our services, please sign and return the attached Work Authorization and Agreement.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Marek J. Kasztalski, PE
Principal Engineer



Fred F. Narcaroti
Principal, Safford/Tucson Office Manager

MJK/FFN/amg

Attachment: Table 1 – Breakdown of Estimated Fee
Work Authorization and Agreement

Firm Name: Ninyo & Moore, a Socotec Company

Project Description: Pima County Southeast Regional Park
Clay Target Center Relocation

Overhead % Profit	154.74%
%	8%

	A	B	C	D
DISCIPLINE	DIRECT LABOR RATE	OVERHEAD	PROFIT	BILLING RATE
Principal Eng/Geo/Sci	\$65.81	\$101.83	\$13.41	\$181.05
Senior Eng/Geo/Sci	\$62.50	\$96.71	\$12.73	\$171.94
Senior Project Eng/Geo/Sci	\$61.30	\$94.85	\$12.49	\$168.64
Project Eng/Mgr/Mat Sup	\$45.78	\$70.83	\$9.32	\$125.93
Senior Staff Eng/Geo/Sci	\$39.93	\$61.78	\$8.13	\$109.84
Staff Eng/Geo/Sci	\$33.38	\$51.65	\$6.80	\$91.83
Technical Illustrator/CAD	\$40.00	\$61.89	\$8.15	\$110.04
Information Specialist	\$52.00	\$80.46	\$10.59	\$143.05
Data Processor/Tech Edit	\$32.10	\$49.67	\$6.54	\$88.31
Senior Field/Lab Tech	\$30.17	\$46.68	\$6.14	\$82.99
Field/Lab Tech	\$24.75	\$38.29	\$5.04	\$68.08

Formulas:

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

**Table 1 - Breakdown of Estimated Fee
Proposal to Provide Geotechnical Services
Pima County Southeast Shooting Range, Pima County, Arizona**

Tucson, Arizona

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 181.05 /hour	\$ 362.10
Senior Project Engineer	4 hours @ \$ 168.64 /hour	\$ 674.56
Subtotal		\$ 1,036.66

Markout and Bluestake

Senior Project Engineer	1 hour @ \$ 168.64 /hour	\$ 168.64
Senior Field/Lab Technician	4 hours @ \$ 82.99 /hour	\$ 331.96
Field Vehicle and Equipment Usage	4 hours @ \$ 10.00 /hour	\$ 40.00
Subtotal		\$ 540.60

Geotechnical Borings

Principal Engineer/Geologist/Environmental Scientist	1 hour @ \$ 181.05 /hour	\$ 181.05
Senior Project Engineer	2 hours @ \$ 168.64 /hour	\$ 337.28
Senior Field/Lab Technician	12 hours @ \$ 82.99 /hour	\$ 995.88
Field Vehicle and Equipment Usage	12 hours @ \$ 10.00 /hour	\$ 120.00
Drilling Rig	1 day @ \$ 2,900.00 /day	\$ 2,900.00
Subtotal		\$ 4,534.21

ADEQ Test Pits

Principal Engineer/Geologist/Environmental Scientist	1 hour @ \$ 181.05 /hour	\$ 181.05
Senior Project Engineer	2 hours @ \$ 168.64 /hour	\$ 337.28
Senior Field/Lab Technician	12 hours @ \$ 82.99 /hour	\$ 995.88
Field Vehicle and Equipment Usage	12 hours @ \$ 10.00 /hour	\$ 120.00
Excavator	1 day @ \$ 3,750.00 /day	\$ 3,750.00
Subtotal		\$ 5,384.21

Laboratory Analyses

Atterberg Limits - Wet Preparation, D 4318, T 89, T 90	16 test @ \$ 90.00 /test	\$ 1,440.00
Consolidation, Hydro (response to wetting) D 2435	2 test @ \$ 250.00 /test	\$ 500.00
Expansion Potential (Method A), D 4546	2 test @ \$ 95.00 /test	\$ 190.00
Corrosivity Suite	2 test @ \$ 250.00 /test	\$ 500.00
Moisture and Density, D 2937	10 test @ \$ 35.00 /test	\$ 350.00
Hydrometer Analysis, D 7928, T 88-93	6 test @ \$ 200.00 /test	\$ 1,200.00
Sieve Analysis, C 136	10 test @ \$ 100.00 /test	\$ 1,000.00
Subtotal		\$ 5,180.00

ADEQ Report Preparation

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 181.05 /hour	\$ 362.10
Senior Project Engineer	4 hours @ \$ 168.64 /hour	\$ 674.56
Project Engineer	8 hour @ \$ 125.93 /hour	\$ 1,007.44
Technical Illustrator/CAD	2 hours @ \$ 110.04 /hour	\$ 220.08
Data Processor/tech Edit	2 hours @ \$ 88.31 /hour	\$ 176.62
Subtotal		\$ 2,440.80

Geotechnical Report Preparation

Principal Engineer/Geologist/Environmental Scientist	4 hours @ \$ 181.05 /hour	\$ 724.20
Senior Project Engineer	8 hours @ \$ 168.64 /hour	\$ 1,349.12
Project Engineer	16 hour @ \$ 125.93 /hour	\$ 2,014.88
Technical Illustrator/CAD	4 hours @ \$ 110.04 /hour	\$ 440.16
Data Processor/tech Edit	4 hours @ \$ 88.31 /hour	\$ 353.24
Subtotal		\$ 4,881.60

TOTAL ESTIMATED FEE **\$ 23,998.08**

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3970 South Evans Boulevard
Tucson, Arizona 85714

PROPOSAL NO. **12TUC02-02922**

1. PROJECT ADDRESS: **Pima County Southeast Regional Park
11296 South Harrison Road
Pima County, Arizona**
2. PROJECT DESCRIPTION: **Geotechnical Engineering Services**
3. SCOPE OF STUDY: **Please refer to proposal dated March 10, 2026.**
4. FEE: **\$23,998.08 (Twenty-Three Thousand Nine Hundred Ninety-Eight Dollars and Eight Cents – Time and Materials – Not to Exceed)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Kimley-Horn and Associates** PHONE: **(520) 615-9191**
3300 East Sunrise Drive, Suite 130
Tucson, Arizona 85718
- CONTACT: **Mr. Joseph Cuffari** PHONE: **(520) 615-9191**
7. STATEMENT TO BE SENT TO: **Client**

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 and Associates**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **12TUC02-02922** dated **March 10, 2026**, 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 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.

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. Narcaroti, Principal, Safford/Tucson Office Manager

Date

PM: MJK



PROGRAM DEVELOPMENT SCOPE

BRECKENRIDGE GROUP

- Required size for all spaces
- Required use for all spaces
- Required relationships of spaces to other spaces
- Code analysis

CONCEPTUAL DESIGN SCOPE

BRECKENRIDGE GROUP

- Size, functional, massing, and material relationship of building and site development.
- Description of all major structural, utility, and unique building/site systems and determinates that define the character and cost of each concept.
- Future expansion capabilities in each concept.
- A code analysis, including diagrams describing the following issues as applied to the specific project design:
- Statement of Probable Construction Cost at 30% design

SCHEMATIC DESIGN SCOPE

BRECKENRIDGE GROUP

- Schematic floor plans (1/8" = 1'-0") showing all floor levels including:
 - Walls
 - Doors
 - Windows
 - Equipment
 - Furniture
 - Location of plumbing fixtures
 - Structural grid
- Reflected ceiling plan (if any special or unique features)
- Exterior elevations (including mechanical equipment)
- Diagrammatic building sections, each direction through building with structure indicated
- Typical wall sections to show materials, relationships, construction intent
- A code analysis, including diagrams describing the following issues as applied to the specific project design

JAM&A - STRUCTURAL REQUIREMENTS

- Narrative of structural design rationale, proposed construction, code analysis, design load assumptions, and proposed structural systems together with justification of selected system(s).
- Structural plan(s) showing proposed bay arrangements, materials, including:
- Structural calculations used as a basis for design, appropriate to the Schematic Design level.

KC MECHANICAL - MECHANICAL & PLUMBING REQUIREMENTS

- Narrative of design rationale and demand assumptions, and descriptions of proposed mechanical system(s), electrical system(s), landscape system(s), irrigation system(s), and special system(s).
- Narrative descriptions of proposed alternative mechanical systems.
- Preliminary mechanical equipment room layouts (major equipment only)
- Preliminary one-line HVAC duct layouts and/or preliminary mechanical piping diagram including preliminary size and location of connection to utility supply.

- Plumbing water and sewer main sizing with preliminary point of connection to public systems.
- Fire protection hazard classification of system and preliminary size of supply main and identification of source location.
- Mechanical calculations used as a basis for design, appropriate to the Schematic Design level.

M3 ELECTRICAL - ELECTRICAL and TELECOMMUNICATIONS REQUIREMENTS

- Preliminary one-line electrical distribution diagrams with preliminary load and service sources identified.
- Narrative descriptions of proposed alternative electrical systems.
- Electrical calculations used as a basis for design, appropriate to the Schematic Design level.
- Preliminary telecommunications diagrams with preliminary load, one-line diagrams and service source.
- Narrative descriptions of proposed alternative special systems.

DESIGN DEVELOPMENT SCOPE

BRECKENRIDGE GROUP

- Floor plans, all levels and roofs, including:
 - Partition type identification
 - Smoke and fire compartmentation
 - Built-ins and fixed equipment shown and noted
 - 1/4" scale furniture and movable equipment layouts, for ALL spaces
- Reflected ceiling plans, including lights, diffusers, grilles, sprinkler heads and unusual conditions.
- Typical wall sections
- Room finish schedule for typical areas/spaces
- Door schedule for typical areas/spaces
- Fixed equipment schedule, locations, service requirements
- A code analysis, including diagrams describing the following issues as applied to the specific project design:
- Update of Project Manual
- Description of proposed alternates and cost estimates for each

JAM&A - STRUCTURAL REQUIREMENTS

- Foundation plans, including:
 - Footing and foundation sizes, reinforcing, elevations
 - Below grade concrete wall thickness
- Structural framing plans, including:
 - Horizontal and vertical member size, sample reinforcing
 - Typical floor and construction details, thicknesses
 - Typical exterior wall supports, bracing, ties, reinforcing
 - Lateral bracing methods, location
 - Design live and dead loads tabulated for all floors, areas, roofs
- Structural calculations used as a basis for design, appropriate to the Design Development level.

KC MECHANICAL - MECHANICAL & PLUMBING REQUIREMENTS

- Plumbing systems:
 - Roof drainage system, locations, key sizes

- Mechanical systems, including:
 - Equipment schedule, locations, sizes, types
 - Chilled, condenser, hot water, steam, and condensate piping systems, locations, riser diagrams
 - Equipment connections and supports– standard details
 - Supply, return and exhaust duct layout
 - HVAC piping, locations (sizes for pipes larger than 1")
- Mechanical calculations used as a basis for design, appropriate to the Design Development level.

M3 ENGINEERING - ELECTRICAL REQUIREMENTS

- Power distribution diagram, including:
 - Interior lighting and power, plans and details, including:
 - Fixture and switch locations with identification
 - Typical receptacle and power outlet locations
 - Special requirements noted
- Motor control schedule with starter and circuit sizing
- Electrical calculations used as a basis for design, appropriate to the Design Development level
- Communication, data transmission and alarm systems

CONSTRUCTION DOCUMENTS SCOPE

ALL DISCIPLINES

Complete all technical documents.

CONSTRUCTION ADMINISTRATION SCOPE

ALL DISCIPLINES

Provide construction administration related services for all disciplines identified in this project phase scope.

HOURLY RATES AND FEE BREAKDOWN

140%	Overhead
8%	Profit

Breckenridge Group		Direct Labor	Overhead	Profit	Billing Rate
	President/PIC	\$75.23	\$105.32	\$14.44	\$194.99
	Project Manager	\$52.08	\$72.92	\$10.00	\$135.00
	Designer	\$36.65	\$51.31	\$7.04	\$95.00

KC Mechanical		Direct Labor	Overhead	Profit	Billing Rate
	Principal Engineer	\$77.16	\$108.02	\$14.81	\$200.00
	Project Designer	\$57.87	\$81.02	\$11.11	\$150.00
	Designer	\$46.30	\$64.81	\$8.89	\$120.00
	Clerical	\$28.94	\$40.51	\$5.56	\$75.00

JAM&A Structural		Direct Labor	Overhead	Profit	Billing Rate
	Project Principal	\$84.88	\$118.83	\$16.30	\$220.00
	Project Manager	\$69.44	\$97.22	\$13.33	\$180.00
	Project Engineer	\$57.87	\$81.02	\$11.11	\$150.00
	Structural Designer	\$42.44	\$59.41	\$8.15	\$110.00
	BIM Manager	\$48.23	\$67.52	\$9.26	\$125.00
	Support Staff	\$28.94	\$40.51	\$5.56	\$75.00

160%	Overhead
8%	Profit

M3 Engineering		Direct Labor	Overhead	Profit	Billing Rate
	Senior Engineer 1	\$61.50	\$110.71	\$12.79	\$172.70
	Senior Designer 1	\$57.59	\$103.65	\$11.98	\$161.70
	Designer III	\$41.92	\$75.45	\$8.72	\$117.70
	Clerical	\$26.25	\$47.24	\$5.46	\$73.70

Breckenridge
Total = \$54,679.78

Program Development

Role	Billing Rate	Hours	Total
President/PIC	\$194.99	2	\$389.98
Project Manager	\$135.00	5	\$675.00
Designer	\$95.00	4	\$380.00
Total			\$1,444.98

Conceptual Design

Role	Billing Rate	Hours	Total
President/PIC	\$194.99	4	\$779.96
Project Manager	\$135.00	15	\$2,025.00
Designer	\$95.00	36	\$3,420.00
Total			\$6,224.96

Schematic Design

Role	Billing Rate	Hours	Total
President/PIC	\$194.99	4	\$779.96
Project Manager	\$135.00	15	\$2,025.00
Designer	\$95.00	36	\$3,420.00
Total			\$6,224.96

Design Development

Role	Billing Rate	Hours	Total
President/PIC	\$194.99	4	\$779.96
Project Manager	\$135.00	30	\$4,050.00
Designer	\$95.00	58	\$5,510.00
Total			\$10,339.96

Construction Documents

Role	Billing Rate	Hours	Total
President/PIC	\$194.99	4	\$779.96
Project Manager	\$135.00	6	\$810.00
Designer	\$95.00	20	\$1,900.00
Total			\$3,489.96

Construction Administration

Role	Billing Rate	Hours	Total
President/PIC	\$194.99	4	\$779.96
Project Manager	\$135.00	120	\$16,200.00
Designer	\$95.00	105	\$9,975.00
Total			\$26,954.96

KC Mechanical
Total = \$6,175.00

Conceptual Design

Role	Billing Rate	Hours	Total
Principal Engineer	\$ 200.00	1	\$200.00
Project Designer	\$ 150.00	2	\$300.00
Designer	\$ 120.00	5	\$600.00
Clerical	\$ 75.00	1	\$75.00
Total			\$1,175.00

Schematic Design

Role	Billing Rate	Hours	Total
Principal Engineer	\$ 200.00	1	\$200.00
Project Designer	\$ 150.00	2	\$300.00
Designer	\$ 120.00	5	\$600.00
Clerical	\$ 75.00	1	\$75.00
Total			\$1,175.00

Design Development

Role	Billing Rate	Hours	Total
Principal Engineer	\$ 200.00	1	\$200.00
Project Designer	\$ 150.00	2	\$300.00
Designer	\$ 120.00	5	\$600.00
Clerical	\$ 75.00	1	\$75.00
Total			\$1,175.00

Construction Documents

Role	Billing Rate	Hours	Total
Principal Engineer	\$ 200.00	1	\$200.00
Project Designer	\$ 150.00	2	\$300.00
Designer	\$ 120.00	5	\$600.00
Clerical	\$ 75.00	1	\$75.00
Total			\$1,175.00

Construction Administration

Role	Billing Rate	Hours	Total
Principal Engineer	\$ 200.00	1	\$200.00
Project Designer	\$ 150.00	4	\$600.00
Designer	\$ 120.00	5	\$600.00
Clerical	\$ 75.00	1	\$75.00
Total			\$1,475.00

JAM&A Structural
Total = \$10,125.00

Conceptual Design

Role	Billing Rate	Hours	Total
Project Principal	\$ 220.00	1	\$220.00
Project Manager	\$ 180.00	2	\$360.00
Project Engineer	\$ 150.00	3	\$450.00
Structural Designer	\$ 110.00	3	\$330.00
BIM Manager	\$ 125.00	1	\$125.00
Support Staff	\$ 75.00	1	\$75.00
Total			\$1,560.00

Schematic Design

Role	Billing Rate	Hours	Total
Project Principal	\$ 220.00	1	\$220.00
Project Manager	\$ 180.00	2	\$360.00
Project Engineer	\$ 150.00	3	\$450.00
Structural Designer	\$ 110.00	5	\$550.00
BIM Manager	\$ 125.00	3	\$375.00
Support Staff	\$ 75.00	1	\$75.00
Total			\$2,030.00

Design Development

Role	Billing Rate	Hours	Total
Project Principal	\$ 220.00	1	\$220.00
Project Manager	\$ 180.00	3	\$540.00
Project Engineer	\$ 150.00	6	\$900.00
Structural Designer	\$ 110.00	6	\$660.00
BIM Manager	\$ 125.00	5	\$625.00
Support Staff	\$ 75.00	1	\$75.00
Total			\$3,020.00

Construction Documents

Role	Billing Rate	Hours	Total
Project Principal	\$ 220.00	1	\$220.00
Project Manager	\$ 180.00	2	\$360.00
Project Engineer	\$ 150.00	2	\$300.00
Structural Designer	\$ 110.00	2	\$220.00
BIM Manager	\$ 125.00	1	\$125.00
Support Staff	\$ 75.00	0	\$0.00
Total			\$1,225.00

Construction Administration

Role	Billing Rate	Hours	Total
Project Principal	\$ 220.00	2	\$440.00
Project Manager	\$ 180.00	4	\$720.00
Project Engineer	\$ 150.00	3	\$450.00

Structural Designer	\$ 110.00	3	\$330.00
BIM Manager	\$ 125.00	1	\$125.00
Support Staff	\$ 75.00	3	\$225.00
Total			\$2,290.00

M3 Engineering
Total = \$8,110.30

Conceptual Design

Role	Billing Rate	Hours	Total
Senior Engineer 1	\$ 172.70	1	\$172.70
Senior Designer 1	\$ 161.70	5	\$808.50
Designer III	\$ 117.70	7	\$823.90
Clerical	\$ 73.70	1	\$73.70
Total			\$1,878.80

Schematic Design

Role	Billing Rate	Hours	Total
Senior Engineer 1	\$ 172.70	0	\$0.00
Senior Designer 1	\$ 161.70	5	\$808.50
Designer III	\$ 117.70	8	\$941.60
Clerical	\$ 73.70	0	\$0.00
Total			\$1,750.10

Design Development

Role	Billing Rate	Hours	Total
Senior Engineer 1	\$ 172.70	1	\$172.70
Senior Designer 1	\$ 161.70	5	\$808.50
Designer III	\$ 117.70	7	\$823.90
Clerical	\$ 73.70	0	\$0.00
Total			\$1,805.10

Construction Documents

Role	Billing Rate	Hours	Total
Senior Engineer 1	\$ 172.70	0	\$0.00
Senior Designer 1	\$ 161.70	5	\$808.50
Designer III	\$ 117.70	7	\$823.90
Clerical	\$ 73.70	0	\$0.00
Total			\$1,632.40

Construction Administration

Role	Billing Rate	Hours	Total
Senior Engineer 1	\$ 172.70	0	\$0.00
Senior Designer 1	\$ 161.70	5	\$808.50
Designer III	\$ 117.70	2	\$235.40
Clerical	\$ 73.70	0	\$0.00
Total			\$1,043.90



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2026

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

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

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola	
	PHONE (A/C. No. Ext): 770.552.4225	FAX (A/C. No.):
E-MAIL ADDRESS: greylingcerts@greyling.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co of Pittsburg		19445
INSURER B: New Hampshire Insurance Company		23841
INSURER C: Lloyd's of London		85202
INSURER D: Columbia Casualty Company		31127
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1035946294

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC067961230 (AOS) WC013711885 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liability			RLUSP26000552026	4/1/2026	4/1/2027	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: PO2600008588 Design Engineering Services: Southeast Regional Park - Clay Target Center Relocation. The County, its departments, districts, boards, commissions, officers, officials and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. 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. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER**CANCELLATION**

Pima County 150 West Congress, 3rd Floor Tucson AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4489663
issued to **KIMLEY-HORN AND ASSOCIATES, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

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

- I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4489663
issued to **KIMLEY-HORN AND ASSOCIATES, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

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. 04/01/2026
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

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



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This endorsement, effective 12:01 AM 04/01/2026 forms a part of Policy No. WC 067-96-1230

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

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

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

Schedule

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

CONTINUED NEXT PAGE

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

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

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

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative