

CMG DRAINAGE ENGINEERING, INC.

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

June 1, 2022

Joaquin Solis, P.E.
Floodplain Administrator
Cochise County Engineering & Natural Resources
1415 Melody Lane, Building F
Bisbee, AZ 85603

Re: Proposal for Leslie Canyon Pond Analysis and Design

Dear Joaquin:

Pursuant to your request, CMG Drainage Engineering, Inc. (CMG) (Consultant) has prepared a proposal for engineering and associated consulting services for the above referenced project. This proposal is based on the mutual agreement that Cochise County will utilize the Pima County Qualified Consultant List Flood Plain Management Services Master Agreement (MA-PO-19-145/SFQ-PO-190001) as the terms and conditions for these engineering services. In all cases where the Master Agreement references "Pima County" it shall be replaced with "Cochise County."

The Consultant proposal is detailed in the following attachments:

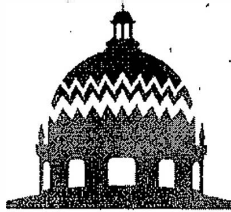
- Attachment 1, Master Agreement
 - Exhibit A – Scope of Services
 - Exhibit B – Letter of Commitment
 - Exhibit C – Consultant Rate Schedule
 - Exhibit D – Mapping Boundaries
- Attachment 2, Fee Schedule

Project tasks may begin with your issuance for a purchase order for the estimated fee in Attachment 2. CMG will conduct the engineering services related to above related services on a lump sum basis in accordance with Attachment 2. Services not included in Exhibit A will be invoiced as additional services, in accordance with rates on Exhibit C.

Thank you for the opportunity to submit this proposal. Your issuance of a purchase order for the fee amount in Attachment 2 indicates your acceptance of this proposal and the terms and conditions of the Master Agreement and serves as Notice to Proceed on those items. If you have any questions or need additional information, please call me at (520) 882-4244, ext. 7004.

Sincerely,

Scott J Altherr, P.E.
Principal



PIMA COUNTY

QUALIFIED CONSULTANTS LIST FLOODPLAIN MANAGEMENT SERVICES MASTER AGREEMENT NO. MA-PO-19-145

This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Consultants, as more fully described in Exhibit 'B', hereinafter called CONSULTANT in the singular, CONSULTANTS in the plural, and all collectively, including COUNTY, referred to as "the Parties".

WITNESSETH

WHEREAS, COUNTY conducted a competitive procurement under Solicitation for Qualifications: SFQ-PO-190001 to establish a list of qualified consultants for Floodplain Management Services pursuant to A.R.S. § 34-104 and COUNTY Board of Supervisors Policy D29.1(B); and

WHEREAS, as a result of the above solicitation, based on evaluation of respondents' representations of their qualifications and necessary due diligence, COUNTY selected the highest qualified CONSULTANTS for placement on the Qualified Consultants List (QCL) for Floodplain Management Services; and

WHEREAS, COUNTY and CONSULTANT have agreed on terms and conditions under which COUNTY may order and CONSULTANT will perform services under said QCL.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Agreement shall commence March 1, 2019 and shall terminate at such time that CONSULTANT ceases to be on the Qualified Consultants List or the Qualified Consultants List expires, unless sooner terminated by agreement of the parties. Notwithstanding prior termination or expiration of this Agreement, the terms of this Agreement shall continue to apply to any Contract issued under this Agreement until completion and final payment of said Contract.

All warranty and indemnification obligations under this Agreement shall survive expiration or termination of the Agreement, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226, as amended by Laws, 51st Legislature (2013), 1st Regular Session, Ch. 0238, shall, in all cases, not be void, but shall be interpreted and applied as if it were consistent with A.R.S. § 34-226.

ARTICLE 2 – INTENT

It is the intent of COUNTY and CONSULTANT that this Agreement establish procedures and processes by which COUNTY will contract for CONSULTANT's services under the QCL and that this Agreement constitute the terms and conditions of such contracts. The parties contemplate that a complete Contract for services under this Agreement will be comprised, without more, of a COUNTY issued Delivery Order, and to which incorporated by reference are the terms of this Agreement, the Scope of Work, and the parties' agreement on fees, and that by implementing the procedures, processes and contract structure, terms, and conditions herein, the parties will accelerate the process for contracting for QCL services. In the event of any conflict or ambiguity, the parties agree that this Agreement will be interpreted to give effect to this intent.

CONSULTANT acknowledges that this Agreement and the procedures, processes and contract structure herein are not exclusive and agrees that COUNTY, at its election, may use any appropriate procedure to contract for services under the QCL.

The parties agree that references to "Delivery Order" shall mean the purchase order document issued by COUNTY in ordering services under this Agreement. The Delivery Order, this Agreement, the scope of work, and the parties' agreement on fees for that scope of work shall be referred to collectively as the "Contract". References in this Agreement to "the/this Contract" are to the Contract for services issued under this Agreement, as described above.

ARTICLE 3 – CONTRACTING FOR SERVICES

- A. COUNTY and CONSULTANT have agreed upon the following procedures in implementation of this Agreement and to accelerate contracting for QCL services. These procedures will also govern the process for amending any scope of work issued pursuant to this Agreement, regardless of whether the amendment is initiated by COUNTY or CONSULTANT:
- (1) COUNTY will issue to CONSULTANT, by electronic mail or facsimile transmission, a request for a cost estimate accompanied by a copy of the scope of work or the agreed revision to the scope of work, as applicable.
 - (2) CONSULTANT will provide a not-to-exceed cost estimate to COUNTY by email or fax within 48 hours of the request or such other time as may be agreed upon by the parties. Upon agreement on the estimate between CONSULTANT and COUNTY, CONSULTANT shall issue a final estimate to COUNTY by email or facsimile transmission which estimate shall be understood by the parties to be a firm offer to provide the services described in the scope of work that may be accepted by issuance of a Delivery Order for the task or tasks embodied in the scope of work.
 - (3) COUNTY will issue a Delivery Order to CONSULTANT for the work that incorporates by reference this Agreement, the scope of work, and the agreement on fees, which shall constitute acceptance of the firm offer described in Paragraph (2) above, resulting in a Contract that shall be binding upon the parties.
- B. COUNTY and CONSULTANT also understand that on occasion CONSULTANT may receive a request for a cost estimate at a time when CONSULTANT's resources are already engaged or otherwise unavailable to perform the work within the time required. In such circumstances, CONSULTANT may, within 24 hours of the request, advise COUNTY that CONSULTANT currently lacks the resources to perform the scope of work within the time required and request withdrawal from consideration for that task, which request shall not unreasonably be denied.

ARTICLE 4 – SCOPE OF SERVICES

CONSULTANT will provide for the COUNTY all labor, materials and equipment necessary to provide consulting services, as more fully described in the Scope of Work attached to the Delivery Order and in this Agreement as **Exhibit "A" – SCOPE OF SERVICES** (1 Page) incorporated herein. CONSULTANT will perform the work in accordance with the terms of this Agreement and issued Delivery Order, and in compliance with applicable standards of professional care. In the event any provision of this Agreement is inconsistent with those of any other document, the Agreement provisions will prevail.

In accordance with Board of Supervisors Policy D 29.1(C), within ten (10) business days from completion of work performed by CONSULTANT for this project, the County Project Manager will evaluate CONSULTANT's performance by completing a Consultant Performance Report. The CONSULTANT will have ten (10) business days from the date of receipt of the Report to review, sign and return the Report, with any comments, rebuttals or additional information. The final Report and CONSULTANT's response will be maintained in the Procurement Department to document CONSULTANT's performance on COUNTY projects.

Changes in the Scope of Work must be authorized by modification of the Delivery Order executed by COUNTY before work on the changed scope may be initiated.

ARTICLE 5 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Agreement, the COUNTY agrees to pay CONSULTANT in accordance with the rates in **Exhibit "C" – CONSULTANT RATE SCHEDULE** (36 pages), which includes CONSULTANT'S labor classifications and corresponding rates, in an amount not to exceed the amount stated in the issued Delivery Order. Additional labor classifications unique to a particular task will be included in the fee agreement for that task.

COUNTY will consider annual revisions to CONSULTANT's standard rates on the anniversary of this Agreement. A failure by COUNTY and CONSULTANT to agree on a rate increase will be deemed a termination by the parties of this Agreement.

CONSULTANT must cite the Delivery Order number issued by COUNTY on all invoices.

All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information must be sufficient to show the worker 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.

Direct Costs incurred by the CONSULTANT in the performance of services directly relating to the tasks in the Contract will be billed at cost. Direct costs include the following:

- Printing of project plan sheets as blueines.
- Reproduction costs identifiable as being applicable to the printing of reports, photostating, or by a technique of lithography, printing and binding.
- Costs associated with the delivery of reports to the COUNTY.
- Reproduction costs as incurred from the COUNTY that are needed for project development and data gathering.
- Reimbursement for local mileage and travel will be limited to the Pima County rates current as of the date of travel for projects fifty (50) miles outside 130 W. Congress, Tucson, AZ, 85719.

Each Direct Cost, exceeding \$100.00 in an invoice, will be accompanied by backup documentation.

For the period of record retention required under Article 24, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

CONSULTANT will not perform work in excess of the Amount stated in the Delivery Order without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Delivery Order Amount without prior authorization by amendment will be at CONSULTANT'S own risk.

ARTICLE 6 – INSURANCE

Consultant will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1 Minimum Scope and Limits of Insurance: Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 6.1.1 **Commercial General Liability (CGL)** – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 6.1.2 **Business Automobile Liability** – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3 **Workers' Compensation and Employers' Liability** – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4 **Professional Liability (E & O) Insurance** – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.
- 6.1.5 In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" located in the next section.
- 6.2 Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
- 6.2.1 **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 6.2.2 **Additional Insured Endorsement:** The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.2.3 **Subrogation Endorsement:** The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4 **Primary Insurance Endorsement:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 6.2.5 The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.2.6 **Insurer Financial Ratings:** Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 6.2.7 **Subcontractors:** Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3 Notice of Cancellation: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

6.4 Verification of Coverage:

6.4.1 Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

6.4.2 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to 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.

6.4.3 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.4.4 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.5 Approval and Modifications: Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. 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, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

ARTICLE 7 – INDEMNIFICATION

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

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

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

ARTICLE 8 – COMPLIANCE WITH LAWS

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

ARTICLE 9 – STATUS OF CONSULTANT

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

ARTICLE 10 – CONSULTANT'S PERFORMANCE

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

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

ARTICLE 11 – 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 Agreement or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 12 – SUBCONSULTANT

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

ARTICLE 13 – NON-ASSIGNMENT

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

ARTICLE 14 – NON-DISCRIMINATION

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

ARTICLE 15 – AMERICANS WITH DISABILITIES ACT

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

ARTICLE 16 – CANCELLATION FOR CONFLICT OF INTEREST

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

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

ARTICLE 17 – TERMINATION OF AGREEMENT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Agreement within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Agreement for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by Agreement or otherwise. CONSULTANT and its sureties, if any, will be liable for any damage to the COUNTY resulting from CONSULTANT'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Agreement, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material;
 5. Failure to make prompt payment to SUBCONSULTANTS or suppliers for material or labor;
 6. Loss of CONSULTANT'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT'S performance of this Agreement;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Agreement; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONSULTANT arising under this or any other Agreement for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which

- D. The Agreement will not be terminated for default nor CONSULTANT charged with damages under this Article, if:
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include:
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Agreement with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONSULTANTS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the SUBCONSULTANTS or suppliers; and
 2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT's onsite project manager, facsimile transmission, or under the Notices clause of this Agreement.
- F. If, after termination of the Agreement for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 18 – TERMINATION FOR CONVENIENCE OF COUNTY

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

ARTICLE 19 – NON-APPROPRIATION OF FUNDS

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

ARTICLE 20 – NOTICES

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

COUNTY:

Pima County Procurement Department
Design and Construction Division
130 West Congress Street, 3rd Floor
Tucson, Arizona 85701
Tel: (520) 724-3727
Fax: (520) 724-4434

Any notice required or permitted to be given by COUNTY may be served by personal deliver or certified mail to CONSULTANT'S contact named in Exhibit 'B' at the current address identified in the CONSULTANT'S electronic vendor record.

ARTICLE 21 – OTHER DOCUMENTS

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

ARTICLE 22 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in ARTICLE 26 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 Agreement.

ARTICLE 23 – SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

ARTICLE 24 – BOOKS AND RECORDS

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

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

ARTICLE 25 – DELAYS

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

ARTICLE 26 – DISPUTES

In the event of a dispute between COUNTY and CONSULTANT regarding any part of this Agreement 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 Agreement and CONSULTANT'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 28 – PUBLIC INFORMATION

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

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

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

COUNTY 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.

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Agreement 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 Agreement likewise complies with the State and Federal Immigration Laws.

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

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

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

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

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

ARTICLE 30 – REGIONAL TRANSPORTATION AUTHORITY

CONSULTANT agrees that in the event a Project is funded wholly or partially by RTA, CONSULTANT shall adhere to the following additional provisions:

ARTICLE 4 – SCOPE OF SERVICES: Any changes to the Project which result in the final project cost deviating by ten or more percent from the RTA's budget amount for the Project must be approved by the RTA in advance of those changes being made.

ARTICLE 6 – INSURANCE: Both COUNTY and the RTA shall be endorsed as "Additional Insured" under the Commercial General Liability and Comprehensive Automobile Liability Policies.

ARTICLE 7 – INDEMNIFICATION: CONSULTANT shall likewise indemnify, defend, and hold harmless the RTA, its officers, employees and agents in accordance with the aforementioned Article.

ARTICLE 31 – FEDERAL FUNDS

COUNTY and CONSULTANT understand that some Delivery Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding (Federal Highway Administration excluded) and that additional requirements may attach to the use of such funding. In such event, specific funding requirements shall be attached to and be a part of the Delivery Order. CONSULTANT agrees to be bound by all such requirements and adhere to the following additional provisions:

ARTICLE 12 – SUBCONSULTANTS: CONSULTANT shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

ARTICLE 24 – BOOKS AND RECORDS: CONSULTANT shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of the Comptroller General of the United States or the federal granting agency for a period of five (5) years after receipt of the final payment under this Agreement.

ARTICLE 27 – OWNERSHIP OF DOCUMENTS: The Granting Agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement or any subcontract; and (b) any rights to copyright to which CONSULTANT or COUNTY acquires ownership under this Agreement.

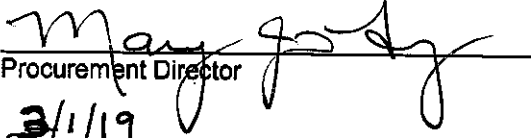
(The Remainder of Page Intentionally Left Blank)

ARTICLE 32 – ENTIRE AGREEMENT

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

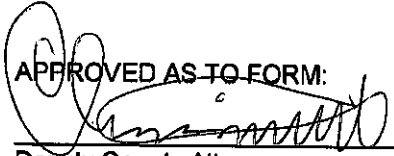
IN WITNESS WHEREOF, the CONSULTANTS have affixed their signatures to the attached Letters of Commitment contained in Exhibit "B" and the COUNTY has affixed its signatures to this Agreement on the dates written below.

APPROVED:



Procurement Director
3/1/19

Date



Deputy County Attorney

APPROVED AS TO FORM:

CHRISTOPHER STRAUB

Name (Please Print)

3-1-2019

Date

SCOPE OF SERVICES

Cochise County Leslie Canyon Pond Analysis and Design

Project Understanding

Cochise County (County) seeks a professional engineering consultant (CMG) to prepare a drainage analysis, design, construction plans and specifications to modify an existing pond structure that exists on the southwest corner of the intersection of Cipriano Dr and Vista Del Cerro Dr, informally referred to as “Leslie Canyon Pond.”

In 2013 Leslie Canyon Pond breached on the south portion of the berm and flooded residential areas. Arizona Department of Water Resources (ADWR) has deemed the pond embankment as a jurisdictional dam. The County desires to analyze the pond hydrologically and hydraulically and confirm existing conditions of the impoundment. The County desires to modify the outlet structure to remove it from ADWR jurisdictional dam status.

Major tasks in this project would include:

- Prepare a Hydrologic Model on Leslie Canyon Watershed (~23 sq mi) using HEC-HMS.
- Prepare a HEC-RAS 2D analysis to route flows from the area of approximately Calle Principal south to the Pond and through the Pond.
- Summarize the results of the Existing Pond Operation based on analysis.
- Prepare a design and associated construction documents to optimize the pond outflow and remove from jurisdictional dam status.
- Prepare a special provisions package.
- Prepare a conceptual cost-estimate for improvements.

Project Location and Description

The project study area is located north of City of Douglas in unincorporated County south of the airport and in between US 191 and SR 80. Watershed study area will extend east of SR-80 and north to the Pedregosa Mountains. The project consists of analyzing the Leslie Canyon Pond hydrologically and hydraulically to determine inflow/outflow/storage in existing conditions and based on results a design concept will be generated to achieve desired storage with modifications to the outflow structures.

Project Scope

1.0 Research/Data Collection

CMG will review all data provided by Cochise County and collect additional data as needed to perform hydrologic and hydraulic analyses. Cochise County provided the following:

- Raw LiDAR equivalent to 1-foot contour accuracy (QL1)
- Survey of (2) 18" CMPs serving as existing outlet of pond
- Parcel Base Map of the surrounding study area
- 1-foot contours of Leslie Canyon Pond.

CMG will also review other studies in the area as applicable and make one field visit to document field conditions of the pond and outlet structure.

2.0 Hydrologic Analysis

CMG will delineate the contributing watershed for Leslie Canyon Pond and create sub-basins as necessary to represent the land-use in the watershed. A HEC-HMS model will be prepared and will utilize the SCS Loss-rate method, SCS Unit Hydrograph Method, SCS Lag and a 3-Hour rainfall distribution that Pima County has generated in addition to the 24-Hour SCS Type II Rainfall Distribution. Models will be run for the 1% chance event only. Since dam structure design intent is to remove it from ADWR jurisdiction by lowering the storage/height, no probable maximum flood event is required to be modeled.

3.0 2D Hydraulic Routing of Existing Pond

3.1 CMG will prepare an unsteady HEC-RAS 2D model that will use HMS inflow hydrographs as boundary conditions. The model will begin as far north as Calle Principal to allow the flow to distribute through the 2D Mesh and perform an inundation and routing analysis in one model. This model will demonstrate if all of the flow is reaching Leslie Canyon Pond or if some is bypassing/breaking out upstream. The model is a volume conservation model and will be able to determine where flow is overtopping the berm, storage, quantity of flow and the elevation of the berm where it is overtopping. This model will be the baseline for existing conditions and will be modified later to demonstrate proposed conditions improvements.

3.2 CMG will summarize hydraulic results in a document entitled Summary of Existing Pond Operation.

4.0 Design Concept

4.1 CMG will prepare a design concept of a revised pond spillway. Spillway will be lowered and/or optimized to increase downstream flow and reduce the maximum pond storage while maximizing the temporary pond storage for lesser recurrence intervals. Concept will be prepared to a 15% design showing plan extents and cross-section details. The design will incorporate the existing 18" outlet pipes, as necessary, or will suggest modifications to those pipes.

4.2 CMG will modify the HEC-RAS 2D model from 3.1 and incorporate design

surfaces to test the operation of the proposed pond. Additional iterations will be performed until the pond storage has been reduced to no more than 50 AC-FT.

4.3 CMG will prepare Design Memo summarizing results of analysis and final design concept.

5.0 Project Administration

Contract oversight and Cochise County coordination. Monthly project update reports and invoice preparations.

6.0 Design Services

6.1 Subconsultant Ninyo & Moore will prepare a Geotechnical Investigation on existing berm with design recommendations. Their scope is attached.

6.2 Supplemental design-level survey of approximately 100 acres will be provided by Cochise County forces, to include topo of surface features and right-of-way/property lines.

6.3 CMG will prepare a Blue Stake for Design Request, Identify utilities in the area, collect base maps to prepare a Utility base file for the construction documents. This effort does not include locating exact horizontal or vertical elevations of the utility.

6.4 CMG will Prepare construction documents at 30%, 60% and 100% design stages for spillway modifications, pond embankment repair, and inlet side erosion control. Construction documents will be in accordance with 12 AAC 15 Article 12. This assumes the following number of sheets and dimensions of project:

- Approximately 3,800 feet of linear of repaired/modified improvements to embankment. Other improvements include design of erosion protection downstream of Cipriano and Vista Del Cerro Drives where flow comes into the pond.
 - Cover Sheet
 - Notes Sheet
 - Survey Control Sheet
 - Detail Sheets (3)
 - Plan sheet for erosion protection at Cipriano and Vista Del Cerro.
 - Plan and Profile Sheet (6) (20-scale)
 - Cross-Section Sheets (6)

6.5 CMG will address all ADWR comments and provide formal response to comments including comment resolution meetings as necessary at 30%, 60% and 100% submittals.

6.6 An allowance will be established to address other miscellaneous design identified during the concept design stage of which are unknown at this time. The allowance will be discretionary and only used when authorized by Cochise County through email correspondence.

6.7 CMG will prepare an Opinion of Probable Cost (OPC) using the best available unit costs from Pima Association of Governments or other recent bid information provided by Cochise County. OPC will be provided at 60% and 100% submittals.

6.8 CMG will prepare a set of Special Provisions for County's use during the bidding

process. Special Provisions will follow the format from MCDOT Guideline Special Provisions and reference Cochise County Supplement to MAG Specifications and MAG specifications when applicable/available. Special Provisions will only be submitted at 100%.

- 6.9 CMG will prepare a hydrologic/hydraulic report summarizing inflow/outflow and design recommendations to support the construction document submittals. Included in the report, will be maintenance and inspection recommendations.

7.0 Downstream Flood Analysis (Discretionary)

An allowance will be established to analyze the downstream floodplain to evaluate whether any habitable structures are impacted by the reduced storage in the Leslie Canyon Pond. The scope of services for this task will be developed at the time the County chooses to make this evaluation.

Assumptions:

1. A LOMR will not be pursued at this time.
2. The County will provide all Rights of Entry onto private property.
3. LiDAR density is equivalent to 1-foot contour interval accuracy.
4. If the County chooses to authorize Task 7, the County will survey the culvert structure at US 191.
5. CMG will not prepare any bid support documents or attend any bid meetings under this scope of services besides the Special Provisions.
6. ADWR will review interim submittals if resources allow. If ADWR becomes involved in the review, responding to their comments will be addressed at 30, 60 and 100% submittals.
7. All deliverables will be electronic version pdfs.
8. Meetings will be virtual and not require travel.
9. Fees include one site visit.
10. Analysis does not include dam failure analysis or probable maximum flood routing.
11. Utility locating, horizontal/vertical, is not included in scope of services.

End of Scope of Services

EXHIBIT "B"
LETTER OF COMMITMENTS
FLOODPLAIN MANAGEMENT
QUALIFIED CONSULTANTS LIST
(8 Pages)



PIMA COUNTY

PROCUREMENT

DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
 TELEPHONE (520) 724-3731 • FAX (520) 724-4434

EXHIBIT "B" LETTER OF COMMITMENT FLOODPLAIN MANAGEMENT SERVICES, QUALIFIED CONSULTANTS LIST

TO PIMA COUNTY:

The undersigned, with the full authority to contractually bind the firm named below, acknowledges receipt of the County's QCL Master Agreement for the above named services and agrees, without exception, to be bound by the terms and conditions of the QCL Master Agreement the same as though my signature were fully set forth therein. I further agree that the established hourly rates, disciplines and key personnel submitted to County at the initiation of this Master Agreement for the above named services incorporated herein under Exhibit 'C' shall remain in effect for a period of one year. Any modification of the rates, disciplines and key personnel may be requested annually, preferably 30 days prior to the anniversary of this Agreement, subject to the sole approval of County.

Serald L. Curless
 Signed

SERALD L. CURLESS, VICE PRESIDENT
 Printed Name and Title

CMG DRAINAGE ENGINEERING, INC.
 Name of Firm

2/6/2019
 Date

Your signature above constitutes execution of the Agreement. This letter will be incorporated into the Agreement and maintained in the Agreement file.

EXHIBIT "C"
CONSULTANT RATE SCHEDULE
FLOODPLAIN MANAGEMENT SERVICES
QUALIFIED CONSULTANTS LIST
(36 Pages)

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

CMG DRAINAGE ENGINEERING, INC.

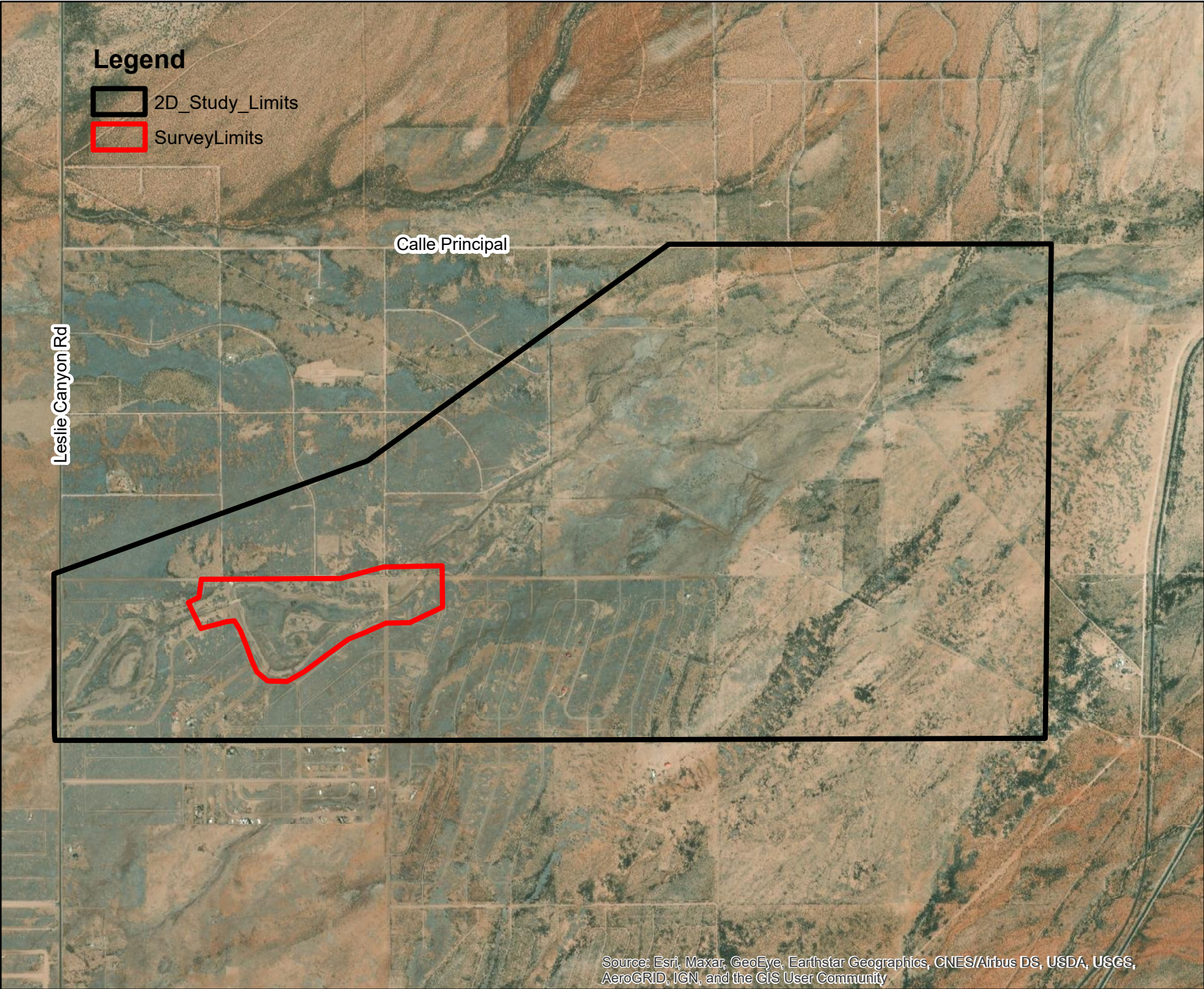
September 2019

2019 Billing Rates
for
Pima County



Item No.	Personnel Classification	Billing Rate
1	Project Principal	\$151.00
2	Project Manager	\$135.00
3	Senior Project Engineer / Hydrologist	\$120.00
4	Project Engineer / Hydrologist	\$104.00
5	Designer	\$91.00
6	CAD Technician	\$78.00
7	Clerical / Administration	\$57.00

Direct Costs

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



Legend

-  2D_Study_Limits
-  SurveyLimits

Leslie Canyon Rd

Calle Principal

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



CERTIFICATE OF LIABILITY INSURANCE

CMGDR-1 OP ID: DS

ATTACHMENT 1

DATE (MM/DD/YYYY)

02/12/2019

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 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 Hill & Usher LLC Insurance, Bonds, Benefits 3033 North 44th Street, #300 Phoenix, AZ 85018 Nicholas A. Dellaca, CIC, CRM	CONTACT NAME: Commercial Service Team PHONE (A/C, No, Ext): 602-956-4220 E-MAIL ADDRESS: doccontrol@hillusher.com	FAX (A/C, No): 602-956-4418
	INSURER(S) AFFORDING COVERAGE	
INSURED CMG Drainage Engineering Inc 3555 N Mountain Ave Tucson, AZ 85719-1925	INSURER A: Valley Forge Ins Co	NAIC # 20508
	INSURER B: Hartford Ins Co of the MW	37478
	INSURER C: Lloyds of London	085202
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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 INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6019986231	08/02/2018	08/02/2019	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			6019986231	08/02/2018	08/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	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/A	59WECKZ6992	08/02/2018	08/02/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	PROFESSIONAL LIAB CLAIMS MADE			B0621PCMGD000118	08/02/2018	08/02/2019	EACH CLM \$ 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: ANY AND ALL JOBS. ADDITIONAL INSURED FORM SB146932F 06/16 ATTACHED.
 WAIVER OF SUBROGATION FORMS SB146932F 06/16 & WC000313.

CERTIFICATE HOLDER**CANCELLATION**

PIMAC-1

PIMA COUNTY DEPARTMENT
 OF PROCUREMENT
 130 W CONGRESS ST
 TUCSON, AZ 85701-1317

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NO,6019986231

**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

<u>TABLE OF CONTENTS</u>
<u>I. Blanket Additional Insured Provisions</u>
<u>A. Additional Insured – Blanket Vendors</u>
<u>B. Miscellaneous Additional Insureds</u>
<u>C. Additional Provisions Pertinent to Additional Insured Coverage</u>
<u>1. Primary – Noncontributory provision</u>
<u>2. Definition of "written contract."</u>
<u>II. Liability Extension Coverages</u>
<u>A. Bodily Injury – Expanded Definition</u>
<u>B. Broad Knowledge of Occurrence</u>
<u>C. Estates, Legal Representatives and Spouses</u>
<u>D. Legal Liability – Damage to Premises</u>
<u>E. Personal and Advertising Injury – Discrimination or Humiliation</u>
<u>F. Personal and Advertising Injury – Broadened Eviction</u>
<u>G. Waiver of Subrogation - Blanket</u>

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract".
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
- a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

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- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You** Limit of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:
 - (a) The insured; or

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- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:
- (15) Discrimination Relating to Room, Dwelling or Premises**
- Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
- (16) Employment Related Discrimination**
- Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
- (17) Fines or Penalties**
- Fines or penalties levied or imposed by a governmental entity because of discrimination.
3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 59 WEC KZ6992

Endorsement Number:

Effective Date: 08/02/18

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

Named Insured and Address: CMG DRAINAGE ENGINEERING INC
3555 N. MOUNTAIN AVE
TUCSON AZ 85719

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

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

SCHEDULE

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

Countersigned by _____

Authorized Representative

FEE SCHEDULE

Cochise County
Leslie Canyon Pond Analysis and Design

Main Tasks-Phase 1

Task Description	Fee Type	Fee Amount (\$)
1.0, Research and Data Collection	T&M NTE	\$900
2.0, Hydrologic Analysis	T&M NTE	\$6,900
3.0, 2D Hydraulic Routing of Existing Pond	T&M NTE	\$10,900
4.0, Design Concept	T&M NTE	\$11,600
5.0, Project Administration	T&M NTE	\$8,100
6.1, Geotechnical Investigation	Sub Expense	\$41,500
6.2, Supplemental Survey	Client Cost	0
6.3, Utility Coordination	T&M NTE	\$8,300
6.4, Construction Documents	T&M NTE	\$67,600
6.5, Submittal Coord./Respond to ADWR Comments	T&M NTE	\$3,100
6.6, Miscellaneous Design	Allowance	\$10,000
6.7, Opinion of Probable Cost	T&M NTE	\$4,650
6.8, Special Provisions	T&M NTE	\$11,850
6.9, Hydrologic/Hydraulic Report	T&M NTE	\$14,400
7.0, Downstream Flood Analysis (Discretionary)	Allowance	\$18,450
	Subtotal	\$218,250
Direct Expenses Estimate		\$1,000
Project Total	Total	\$219,250

Attachment 2b - Derivation of Person-Hours
#_____ - Leslie Canyon Pond Analysis and Design
May 30, 2022
CLASSIFICATION

Task	Description	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Designer	CADD Technician	Admin	Total
	#_____ - Leslie Canyon Pond Analysis and Design								
1.0	Research and Data Collection		0.5		2		8		10.5
2.0	Hydrologic Analysis		4	40			20		64
3.0	2D Hydraulic Routing of Existing Pond	0	2	54	40	0	0	0	96
3.1	Existing HEC-RAS 2D Model		2	38	40				80
3.2	Summary of Pond Operation			16					16
4.0	Design Concept	0	4	52	8	44	0	0	108
4.1	15% Plan and Details		2			20			22
4.2	HEC-RAS 2D Model Modifications			32	8	24			64
4.3	Design Memo (Final Deliverable)		2	20					22
5.0	Project Administration		60						60
6.0	Design Services	0	8	0	16	60	0	2	86
6.1	Geotechnical Investigation								(sub)
6.2	Survey Services								(Cochise)
6.3	Utility Coordination		8		16	60		2	86
6.4	Construction Document Preparation	0	158	160	108	480	70	12	988
	30% Plans		30	40		240	30	2	342
	60% Plans		20	16		160	20	2	218
	100% Plans		20	16		80	20	2	138
6.5	Submittal Coordination/Responding to ADWR comments		8	16				2	26
6.6	Miscellaneous Design (Discretionary)								TBD
6.7	Opinion of Probable Cost		16		24				40
6.8	Special Provisions		40	32	24			2	98
6.9	Hydrologic/Hydraulic Report		24	40	60			2	126
7.0	Downstream Flood Analysis		24	40	100				164
	Total	0	260.5	346	274	584	98	14	1576.5

Classification	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Designer	CADD Technician	Admin
Rate	\$151.00	\$135.00	\$120.00	\$104.00	\$91.00	\$78.00	\$57.00