



Stantec

Stantec Consulting Services Inc.

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Tucson AZ 85711
Tel: (520) 750-7474
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December 10, 2012
File: 1813990012.100.758

Mr. Fletcher McCusker, Chairman
Rio Nuevo District Board
400 West Congress Street, Suite 152
Tucson, AZ. 85701

Reference: Granada Storm Drainage

Dear Mr. McCusker:

We would like to thank you for the opportunity to present our scope and budget for the Storm Drainage System for a new Hotel and Exhibition Hall, along Granada Avenue. Per our meeting at the Mayor's office on September 10, 2012, our meeting with you on September 12, 2012 and our meeting with City Transportation staff on September 12, 2012 and we are submitting our proposal to you for final review and approval.

We have prepared this proposal based on our conversation and our knowledge of this area, and would propose the following:

1. That the Survey services as outlined in Section I Attachment A-1 be performed on a fixed fee basis of \$750.00.
2. That the Design Services as outlined in Section II Attachment A-1 are performed on a fixed fee basis of \$22,200.00.
3. That the Reimbursables & Reproduction items as outlined in Section III Attachment A-1 be incurred for a Fixed Fee budget of \$1,500.00.
4. That the Project Administration as outlined in Section III Attachment A-1 be performed on an hourly basis of \$7,500.00.

A flat rate disbursement (FRD) recovery charge is included in the Stantec fees to recover miscellaneous project expenses such as internal incidental printing, copying and plots, film, vellum, report materials; communications expense – faxes, office and mobile phones, calling cards, pages and other devices; office expenses – postage, courier, supplies, equipment, computer expenses, maintenance, common software and supplies; staff local mileage/kilometrage; archive maintenance.

December 10, 2012
Fletcher McCusker, Chairman
Page 2 of 2

Reference: Error! Reference source not found.

We have assumed a number of things which are as follows:

1. A soils report, by others addressing paving design and associated soils data will be prepared by a competent professional, knowledgeable in soils engineering and provided at no charge to Stantec.
2. During the development plan portion, the Owner may need to incorporate the services of a company to evaluate, search, and hopefully, complete a clearance completed for any endangered plant and animal species.
3. Items which are not included above (not in the scope of work and/or added because new regulations, requirements, etc.), and also not required during the most recent meetings and reviews by governmental agencies, and that may be required during the course of the project as a result of said governmental agencies request or requirement during their subsequent review shall be additional services. These items are not to be confused with established code items and the most current review comments made by governmental bodies that are a part of the scope of work.

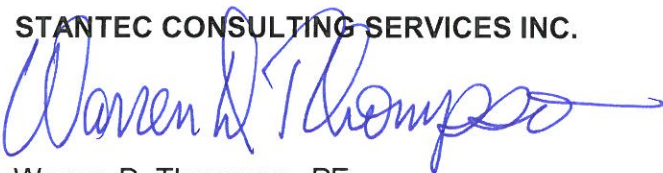
Please see other assumptions incorporated in the Contract "Attachment A-1."

Please review the contract and if it meets with your approval, please have all copies executed and returned to our office. We will return a fully-executed copy for your files.

Should you have any questions, please contact me at your convenience.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Warren D. Thompson, PE
Senior Associate, Urban Land Arizona
warren.thompson@stantec.com

WDT:pvj

Attachment:



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into December 10, 2012 (the "Agreement Date") by and between:

"CLIENT"

Name: RIO NUEVO DISTRICT BOARD
Address: 400 West Congress, Suite 152, Tucson, AZ 85701
Phone: Fax:
Representative: Fletcher McCusker

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.
Address: 201 N. Bonita Avenue #101, Tucson, AZ 85745
Phone: (520) 750-7474 Fax: (520) 750-7470
Representative: Warren D. Thompson, PE

PROJECT NAME (the "PROJECT"):

GJX Exhibition Hall Storm Drain

DESCRIPTION OF WORK: STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC may in writing from time to time make changes by altering, adding to, or deducting from the SERVICES set out in Attachment "A". All changed work shall be carried out under this AGREEMENT. The compensation and time for completion of the SERVICES shall be adjusted in accordance with such changes.

AGREEMENT: This Agreement sets forth the entire AGREEMENT between the CLIENT and STANTEC and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this AGREEMENT shall be binding unless hereafter made in writing and signed by the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the Terms of Payment and Fees and Schedule of Hourly Billing Rates in Attachment "B".

When the work is being performed by Contractors, the fees due STANTEC shall be paid to STANTEC whether or not payment is made to or withheld from the Contractors. No deduction shall be made from STANTEC's fee on account of any penalties or damages claimed by the CLIENT from the Contractors, or of other sums withheld from the Contractors.

The CLIENT and STANTEC expressly agree that STANTEC's fees for SERVICES performed shall be payable by the CLIENT even in the event that the CLIENT does not, for any reason, proceed with the PROJECT. If the PROJECT or any part thereof is abandoned or unduly delayed for reasons beyond STANTEC's control, the CLIENT shall pay to STANTEC the fees for SERVICES performed in accordance with the fee payment schedule in Attachment "B", and/or calculated on a time plus expense basis, at the option of STANTEC.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The CLIENT shall not be entitled at any time to costs, damages, or expenses that may be incurred due to STANTEC's suspension or termination of SERVICES. The CLIENT shall be responsible for any demobilization and remobilization costs incurred by STANTEC as a result of any suspension.

If any information provided by the CLIENT or by others on behalf of the CLIENT should be erroneous or inaccurate any necessary change or changes in the plans, specifications, drawings, or designs will be charged as extra work. Where accurate information, plans, and specifications regarding any existing or proposed buildings or works that are involved in the PROJECT is not available, the cost of obtaining the same shall be borne by the CLIENT.

If, after the drawings and specifications for any part of the work are completed in accordance with the CLIENT'S previous decisions, it shall become necessary for STANTEC to make any changes in any designs, drawings, plans or specifications for any part of the PROJECT, or if STANTEC incurs extra work, cost or expense by reason of any act or matter over which STANTEC has no control, the CLIENT shall pay to STANTEC a fee for such changes or extra work calculated on a time basis plus expenses. Prior to the



commencement of such changes or extra work STANTEC shall notify the Client in writing of intentions to make such changes or to carry out such extra work and that STANTEC shall keep separate costs records in respect to such changes or extra work.

Nothing in any AGREEMENT between the CLIENT and STANTEC shall be construed to obligate STANTEC to prepare for or appear in litigation on behalf of the CLIENT, unless STANTEC agrees to provide and is equitably compensated for such services on a time basis.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC's RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

VARIATIONS IN DESIGN: STANTEC is empowered to make such deviations, alterations, additions and omissions in carrying out the work as STANTEC may reasonably consider desirable in the CLIENT's interests.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination.

SUSPENSION OF SERVICES: The SERVICES may be suspended by the CLIENT by giving thirty (30) days notice in writing to STANTEC. STANTEC shall be compensated for SERVICES performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension.



ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's provision or review of field investigation, laboratory testing and engineering/consulting recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations. Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, STANTEC has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions.



In the event of any construction emergency, which in the opinion of STANTEC requires immediate action in the CLIENT'S interests, STANTEC shall have authority to issue such orders on behalf of and at the expense of the CLIENT as are deemed necessary or expedient.

At no time shall STANTEC be construed to be the party as defined under applicable Occupational Health and Safety (OHS) legislation responsible for coordination or provision of environmental, health and safety requirements and activities for the PROJECT or PROJECT work sites, except as such requirements relate to STANTEC's own staff.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.



PROFESSIONAL SERVICES AGREEMENT

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ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

RIO NUEVO DISTRICT BOARD

STANTEC CONSULTING SERVICES INC.

Fletcher McCusker, Chairmnr

Print Name and Title

Warren D. Thompson, PE, Senior Associate

Print Name and Title

Per: _____

Per: _____



Stantec

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT

BETWEEN:

RIO NUEVO DISTRICT BOARD
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.
(hereinafter called "STANTEC")

EFFECTIVE: December 10, 2012

This Attachment details the CONTRACT TIME, SERVICES TO BE PROVIDED BY STANTEC and any ADDITIONAL CONDITIONS and ATTACHMENTS related to the SERVICES forming part of the above described AGREEMENT.

CONTRACT TIME: Commencement Date: December 10, 2012

Estimated Completion Date: December 10, 2012

SERVICES: STANTEC shall perform the following SERVICES:

SEE ATTACHMENT A-1

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

See Attachment A-1

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

See Attachment A-1

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Date: December 10, 2012

Re: Granada Storm Drain

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Stantec has been asked to prepare a proposal for the Granada Avenue Spine Storm Drain Plan to include Culvert Hydraulic Analysis: TCC Box Culvert Plan; and Box Culvert Structural: along Granada Ave and review of inside site drainage of parcels located between Congress Street and Granada Avenue.

SECTION I – SURVEY

1. **As-built Survey, (400.141).** Stantec's Survey group will investigate existing drainage structures and obtain locations, inverts and sizes, where evident and accessible. The approximate locations of these structures are as follows:

- West side of I-10, near NE corner of parcel 116-200-027B
 - Two ADOT 10'x6' box culverts installed ca. 2005
 - Older 8'x4' box culvert and 72" RCP
- At NE corner of WB Frontage Rd and Cushing St
 - Any evidence of ADOT box culverts from above
- At intersection of Cushing St and Granada Ave (north and south sides of road)
 - 8'x4' box culvert
 - Two additional 8'x4' box culverts
 - Two 42" RCPs

Budget: \$ 750.00

SECTION II – DESIGN SERVICES

1. **Culvert Design Analysis, (300.168).** Stantec will conduct a hydrologic/hydraulic study for a proposed culvert extension along the west side of Granada Avenue from the existing 10' x 3' box culvert at the TCC Wash located at the SE corner of The Federal Court House property and west side of Granada Avenue to the existing 2-cell 10' x 6' box culvert at the NE corner of I-10 Frontage Road and Cushing Street, in conformance with current City of Tucson ordinance, design criteria, regulations and policies. The site is located just south of Congress Street, and is bordered by Granada Avenue along the southeast portion of the property. The property is not situated within a FEMA flood hazard area.

Hydrology

The parcel is impacted by offsite flows generated to the east, with discharge entering the project site from an existing 10 ft. x 3 ft. concrete box culvert underneath Granada Ave. (hereby referred to as the TCC box culvert). Numerous studies have been performed for the watershed areas impacting the subject parcel, with the two most recent studies performed by Tetra Tech and HDR (ADOT study). As per a meeting with City of Tucson staff on September

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Date: December 10, 2012

Re: Granada Storm Drain

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12th, 2012, the two most recent studies will be researched, and a coordination meeting with the City of Tucson staff will be arranged to determine the appropriate discharge to be employed with the hydraulic analyses.

Hydraulics

The TCC box currently discharges onto the subject parcel, and flow is intercepted near the eastern margin of the project site by (3) 48-inch culverts, and conveyed underground to an existing channel just west of the project site. As part of the above-referenced hydrologic evaluation, peak flows that concentrate at Interstate 10 southwest of the subject property will be determined, and the capacity of recently constructed ADOT culverts ((2) 10 ft x 6 ft CBC) will be assessed to determine the potential of discharging the TCC box to this location. It is our understanding from discussions with City of Tucson staff that this was an original design intent associated with the new ADOT culverts, and the proposed analysis is intended to further document the capacity of the ADOT culverts relative to conveying the 100-year peak flows associated with the subject parcel and upstream TCC watershed. Given that the assessment documents the culverts capacity, a proposed design concept will be analyzed to connect a new box culvert to the existing 10-ft x 3-ft TCC box culvert, and convey this flow southwest along the Granada Avenue alignment to the intersection of Cushing Street and the I-10 Frontage Road, and connecting to the referenced ADOT culverts. A hydraulic analysis will be performed to document the capacity of the proposed culvert system, based upon a proposed plan and profile developed by Stantec. The following items will be addressed with the hydraulic analysis:

- Perform hydraulic grade line (HGL) calculations;
- Evaluate potential onsite inflow locations and structures (storm sewer, roof drain, detention tanks, etc.) that may impact the hydraulic grade line calculations; include estimated hydraulic losses in HGL analysis as appropriate;
- Document the impact of potential backwater from the Santa Cruz River on the proposed storm drain system.

In the event that the above-referenced proposed analysis cannot document sufficient capacity of the proposed ADOT culverts, a previous concept design that routes the TCC box culvert through the site will be finalized and documented. The above-noted information will be summarized in a Drainage Report for submittal to the City of Tucson. The scope and budget presented herein is based upon a single submittal of a client-approved layout, with only minimal revisions (if needed) after review.

The following items are not included with this scope and budget:

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Date: December 10, 2012

Re: Granada Storm Drain

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- Channel improvement design
- Offsite hydraulic structure design except as noted (including roadway drainage improvements)
- Hydrologic/hydraulic computer modeling of watersheds and washes
- Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR)
- Permits and applications, including fees
- Geotechnical/structural analysis and design
- Special erosion hazard setback analysis and design
- Construction cost estimates
- Geomorphic/sediment transport analyses and models
- Detention analysis/design
- ADEQ NOD permit
- USACE 4040 evaluation or permitting

Budget: \$ 8,500.00

2. **TCC Box Culvert Plan, (200.154).** We will prepare a 20'-scale box culvert plan. The box culvert is approximately 1000' and will be shown in plan and profile. We will utilize a standard ADOT box culvert details and specifications and modified to meet site conditions. The box culvert will be aligned to cross along the north side of the building. Additional bends, manholes and storm drain pipe openings will be designed into the culvert to allow for maintenance access and site drainage access. The culvert plans, structural calculations and hydraulic report will be submitted to the City of Tucson for review and approval.

It is the understanding that Stantec will be the Structural Engineer to provide the Structural Design, Details and Calculations of the ADOT Box Culvert for inclusion into these plans for submittal to and review by the City of Tucson.

Budget: \$ 5,800.00

3. **TCC Box Culvert Structural, (600.192).** Stantec will utilize the ADOT standard box culvert details and specifications and modify the culvert design to include manholes, storm drain pipe connections, connection to existing box culvert and bends.

- A. Structural design of in ground concrete culvert capable of carrying HS-20 loadings and meeting the requirements of the Arizona State Department of Transportation
- B. Provide foundation design and drawings in accordance with project site soil conditions. A geotechnical report will be provided by others for our use.

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- C. Structural design in ground conc. Cap of the existing 60" sanitary sewer and 10" sanitary sewer to allow construction of the box culvert

Budget: \$ 7,000.00

4. **Statement of Probable Cost, (200.184).** Based on the preliminary design of the storm drainage system from the SE Corner of the Federal Court House Property (existing 10x3 box culvert) to the existing 2-10x6 box culvert at the NE corner of the intersection of the I-10 North Frontage Road and Granada Avenue. We will prepare a conceptual Statement of Probable Cost for the possible storm drain system prior to the start of the Improvement Plans.

Budget: \$ 900.00

SECTION III- REIMBURSABLES, REPRODUCTIONS

1. **Project Administration, Project Meetings and Coordination, (200.177).** We will attend project meetings, as warranted, with the Owner, City, Agencies, Architect and subconsultants (based on a total of 42 hours). We will also coordinate all preliminary design issues with the Owner, Architect, subconsultants and traffic.

Hourly Estimated Budget: \$ 7,500.00

2. **Copying/Reproductions and Incidental Material Expenses, (200.299).** This task covers the expected fees related to the flat rate disbursement recovery charge to recover miscellaneous project expenses such as internal incidental printing, copying and plots, film, vellum, report materials; communications expense – faxes, office and mobile phones, calling cards, pages and other devices; office expenses – postage, courier, supplies, equipment, computer expenses, maintenance, common software and supplies; staff local mileage/kilometrage; archive maintenance.

Budget: \$ 1,500.00

ASSUMPTIONS/EXCLUSIONS

1. The above task fees do not include any fees for permits or plan review required by City of Tucson or other governmental authorities having jurisdiction over the project for review and inspection.
2. It is assumed that there will be no phasing of construction plans; only phase lines, lines for separation, if requested. Appropriate phasing of improvements shall be coordinated and agreed upon by Client prior to initiating these tasks. Tucson Water plans cannot be phased. Each phase will require separate plans.

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3. It is assumed that no offsite water main augmentation, water adequacy or booster pumps studies or design will be required.
4. It is assumed that 2 existing 12" water main stubs to the property along Granada that the owner will contract and pay Tucson Water directly to have extended under the new box culvert.
5. No sewer basin study or offsite augmentation will be required for this project.
6. It is anticipated that the specifications be covered within the notes on the plans and no separate specifications listings will be provided.
7. Offsite road improvements i.e. turn bays, deceleration lanes or widenings, if required, are excluded from the above scope at this time.
8. Construction cost estimates are excluded, except as noted above. We can provide these as an additional service once the civil construction plans are finalized.
9. All field/staking/construction services and construction observation are excluded for the time being. Stantec can provide these services at a later stage.
10. Revisions to plans after substantial completion due to Client initiated changes shall be completed as an additional service.
11. The improvement plans to be prepared by the firm of Stantec Consulting Inc. (Stantec) under this agreement will be prepared with the intent that Stantec can also perform the construction staking and construction observations for the complete project. If, however, another engineering and/or surveying firm should be employed to use the plans prepared by Stantec for the purpose of construction staking and/or construction observation, notice is hereby given that the firm of Stantec shall not have any liability or responsibility for the acts, errors or omissions, including negligent acts, errors or omissions, of or by itself (If not notified of concern within 24 hours) or anyone else, which might occur and which could have been avoided, corrected or mitigated if Stantec had performed the staking work and/or construction observation. Any requests by another engineering, architectural, and/or surveying firm for electronic/data files, project control files, point sheets or other information needed for construction staking **can be** provided by Stantec. Coordination and assistance for the Client or other professional consulting firms regarding the requests outlined above will be billed to the Client on an hourly basis using Stantec Standard Billing Rates in effect at the time of request.
12. Processing of easements and easement abandonments are not a part of this scope of services. Stantec can provide the task as a separate scope of services.

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13. Items which are not included above (not in the scope of work and/or added because new regulations, requirements, etc.), and also not required during the most recent meetings and reviews by governmental agencies, and that may be required during the course of the project as a result of said governmental agencies request or requirement during their subsequent review shall be additional services. These items are not to be confused with established code items and the most current review comments made by governmental bodies that are a part of the scope of work.
14. To the extent that this project involves the creation, division and/or financing, sale or lease of lots or parcels by Client or other person(s) acting in concert with Client, Stantec disclaims any and all obligations and responsibilities for compliance with applicable laws, rules, ordinances and regulations concerning subdivision, public report, platting and other requirements concerning the project. The obligation and responsibility for compliance with such laws, rules, ordinances and regulations rest with Client and/or person(s) acting in concert with Client.
15. Obtaining NPDES Permits, Aquifer Protection Permits, Clean Water Act 401 Permits, and Storm Water Pollution Prevention Plans are not anticipated in the current scope of work, but can be provided when needed at a later date.
16. Detailed and comprehensive project critical path schedules and proformas are not included, but can be provided by Stantec as a separate service, if desired. (Samples can be provided upon request.)
17. Where the SERVICES include erosion and sedimentation control drawings or procedures ("Erosion Control Services"), such drawings and procedures will be prepared in accordance with industry standards. CLIENT acknowledges that any Erosion Control Services proposed or performed by Stantec are not guaranteed to capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any erosion control measures constructed by others. Except to the extent that there were errors or omissions in Erosion Control Services provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any discharge of silt or other deleterious substances into any waterway and any resulting charges, fines, legal action, cleanup or related costs.
18. The following tasks are not included in Landscape scope of work, but can be provided as an additional service. Site Monitoring Services, An aerial photograph dated no later than two-years at final submittal, Services during bidding, Landscape lighting design, Design of landscape or other site amenities not mentioned above, Construction Administration, Native Plant Preservation Plan Waiver

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19. The following Hydrology items are not anticipated, and not included with the contract, Offsite hydraulic structure design (including roadway drainage improvements), Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR) - site does not appear to be located in current regulatory 100-year special flood hazard area, Permits and applications, including fees, Geotechnical/structural analysis and design, Special erosion hazard setback analysis and design, Construction cost estimates, Geomorphic/sediment transport analyses and models, Detention/retention analysis/design and associated ADEQ NOD permit, US Army Corps of Engineers 404-permits, AZPDES Stormwater permits, Riparian habitat mitigation/ordinances. Survey, construction inspection/staking/administration, hydrologic/hydraulic analyses and designs, computer modeling, water quality monitoring and testing, construction plans and specifications, engineering construction modifications to existing plans/plats (except as noted above), pollution control design, permit application fees (if any), coordination with additional agencies, preparation of additional requested material from ADEQ/EPA, preparation of Group or Individual Permits for ADEQ Program, geotechnical, structural analyses and designs. This task does not include ADEQ/EPA Stormwater Discharge Permit for actual site activity and associated permanent stormwater pollution control facilities, methods, procedures, etc. (including design for same).
20. This Proposal assumes that the connection to the existing 2 Cell 10'X6' Box Culvert will not require permitting through ADOT. Should Permitting be required such services can be performed as an Additional Service.



Stantec

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "B"

Attached to and forming part of the AGREEMENT

BETWEEN:

RIO NUEVO DISTRICT BOARD
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.
(hereinafter called "STANTEC")

EFFECTIVE: December 10, 2012

This Attachment details the CONTRACT PRICE, ADDITIONAL CONDITIONS and ATTACHMENTS and INSURANCE REQUIREMENTS forming part of the above described AGREEMENT.

TERMS OF PAYMENT

AND FEES: Subject to the terms below, CLIENT will compensate STANTEC as follows:

When fees are computed as a percentage of construction costs, the "Construction Value" or "Cost of Work" shall mean the total value of the actual construction costs and maintenance costs with respect to the items listed below plus any other items for which STANTEC provides Design Services and / or Field Services. The Construction value or the Cost of Work shall be based on the tender submitted by the contractor to which a contract is awarded plus the construction costs related for all design additions that may occur after award of the construction contract. This fee shall not be reduced by any reduction in the Contractor's price that occurs through negotiation after tender submission.

Whenever the CLIENT furnishes material, equipment, labor, or other service that is incorporated in the work, the fair market value of the materials or equipment as though they were purchased new, and current prices of labor or other service when the work was executed, shall be included in the total construction value of the work.

STANTEC reserves the right at any time to direct fees and invoices to the CLIENT for builder related work including plot plan approvals, grading inspection, and other services related to the Builder program, for which the CLIENT must rely on STANTEC to carry out in the subdivision development process.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions as per Attachment "A" change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" and Attachment "B" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation and is negotiated at the beginning of each calendar year.

SECTION I – ALTA AND TOPOGRAPHY – FIXED FEE OF \$1,250.00

SECTION II – DESIGN SERVICES – FIXED FEE OF \$26,200.00

SECTION III – PROJECT ADMINISTRATION/MEETING – HOURLY FEE OF \$14,000.00

SECTION III – COPYING/REPRODUCTION – FIXED FEE OF \$1,500.00

NOT WITHSTANDING ANYTHING IN THE CONTRARY CONTAIN HEREIN, THE CONTRACT PRICE (\$30,150.00) SHALL NOT CHANGE WITHOUT WRITTEN AUTHORIZATION FROM CLIENT.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

See Attachment A-1

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

ATTACHMENT A-1



Stantec

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "B"

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INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.