



**KELLY · WRIGHT**  
**& ASSOCIATES · PC**  
 HVAC · PLUMBING  
 FIRE PROTECTION

DESIGN thru BIDDING

SFD Building #s for this project:  
 1001, 1002, 1003, 1004, 1005, 1006

**Project Name:** Sabino H.S. Domestic Water Main Replacement  
 5000 N Bowes Road Tucson, AZ 85749

**Job Number:** 17117c

**Date:** December 16, 2024

**Client:** Tucson Unified School District  
 1010 E. Tenth Street Tucson, AZ 85719

**Engineer:** Kelly, Wright & Associates, P.C.

**Scope of Basic Services:**

**GENERAL:**

- 2D CAD based on Client-provided existing drawings as necessary to illustrate the intent of the proposed scope of work.
- Project specifications will be placed on the drawings (plan notes).
- Engineer and sub-consultants will visit the site during the design phase to verify obvious existing conditions.
- Attend virtual meetings with Client, AHJ(s), and SFD at 30%, 60%, 90% & 95% design progress levels.

**Plumbing & Fire Protection:** See attached concept plan.

- Assist Civil consultant with: water meter and backflow preventer sizing and locations; fire and irrigation connections.
- Design of in-kind (same size and similar location) replacement of the existing main domestic cold water piping from the new site loop and within the accessible tunnels.
- Design separate fire protection water supply from site loop, into tunnels, and to existing risers in the tunnels.
- Provide options to Client for what piping materials and joining techniques will be allowed in the specifications.

**Civil:** *Provided by professional engineer sub-consultant to Engineer*

- Refer to the attached Dibble & Associates Consulting Engineers, Inc. proposal, 7 pages.

**Bidding Phase:**

- Attend Pre-Bid meeting at the project location and reply to bidder technical questions related to Engineer's scope.
- Review bids for compliance with Owner-provided bid documents.

**Compensation for Basic Services:** The Engineer will be compensated for the basic services based on a fixed fee basis of one hundred ten thousand six hundred dollars (\$110,600). This fee may be prorated as follows:

Description	Adjacent Ways portion	SFD portion	TOTAL
KWA Design Phase Fee	\$ 15,350	\$ 23,100	\$ 38,450
Civil Design Phase Fee	\$ 28,200	\$ 42,300	\$ 70,500
Bidding Phase Fee	\$ 600	\$ 1,050	\$ 1,650
Totals:	\$ 44,150	\$ 66,450	

**Additional Terms:** Refer to the Appendix for additional terms that constitute the remainder of this binding signature page. By signing this page you are accepting all terms in the attached Appendix.

If you are in agreement with and wish to authorize us to proceed with the project as delineated herein, please sign one copy and return to our office.

Sincerely,  
**Kelly, Wright & Associates, P.C.**

Accepted By:  
**Tucson Unified School District**

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
 Donovan F. Kelly, P.E.

President

\_\_\_\_\_  
*Printed Name and Title*

*Attachments: KWA concept plan, 1 page PDF; Dibble proposal, 7 page PDF*

**7337 EAST TANQUE VERDE ROAD, TUCSON, AZ 85715 (520) 887-1919**

**WWW.KWMECH.COM**

**Assumptions:**

- All Exclusions and Conditions noted in the attached sub-consultant proposal shall be considered as part of this proposal.
- Calculations are not required; design will be based on existing pipe sizes.
- Observations will be made from a walking-level. Client will provide access during normal working hours.
- No geotechnical scope included. Engineer is not responsible for any geotechnical aspects of the project.
- Client requires construction administration services and Engineer will propose CA phase scope after bidding.
- Fire protection system calculations not required; existing risers will be connected to new water supply.
- Irrigation system requirements will be provided by Client.
- No scope related to: HVAC, Architecture, Structural, or Electrical design.
- No scope beyond the tunnels; i.e. piping inside buildings and to fixtures is not in scope.
- Project will not be certified / rated by LEED or other rating systems or programs.
- Adequate structure exists (such as in the tunnels) to support the proposed replacement piping systems. No structural modifications required.
- Life Cycle Reports, System Comparison Reports, Feasibility Studies, and similar documents are not included.
- Existing equipment to remain is assumed to have adequate capacity, be code compliant, and be in good condition for the anticipated re-use. Existing equipment will not be verified as part of this project.

**Deliverables:**

The Engineer's instruments of service will be provided in electronic form (PDF). Hard copies are not included.

**Client's Responsibility:** The Client shall:

- Make available to the Engineer full information on the Client's intent with regard to the project's requirements.
- Keep the Engineer advised of any changes to the project requirements that may affect the Engineer's work.
- Provide existing drawings, design information, and/or documents to the Engineer for review and use during the project design.

**Additional Services:**

- Services and/or consultation not specified and/or in excess of those indicated in the Scope of Basic Services.
- Revisions to previously approved drawings and documents.
- Client requested field trips will be billed at five hundred dollars (\$500) per trip.

**Reimbursable Expenses:**

The Client will reimburse the Engineer for the direct cost of each of the following:

- Printing, reproduction, and duplication of documents not used for Engineer's own purposes.
- Postage and special delivery service.
- Any tax imposed on the Engineer's services shall be reimbursed at 100% of the actual cost.

**Hourly Rates:**

Engineering Director .....	\$ 200.00	Designer .....	\$ 90.00
Engineer .....	\$ 150.00	Clerical .....	\$ 40.00
Project Manager / Senior Designer .....	\$ 110.00		

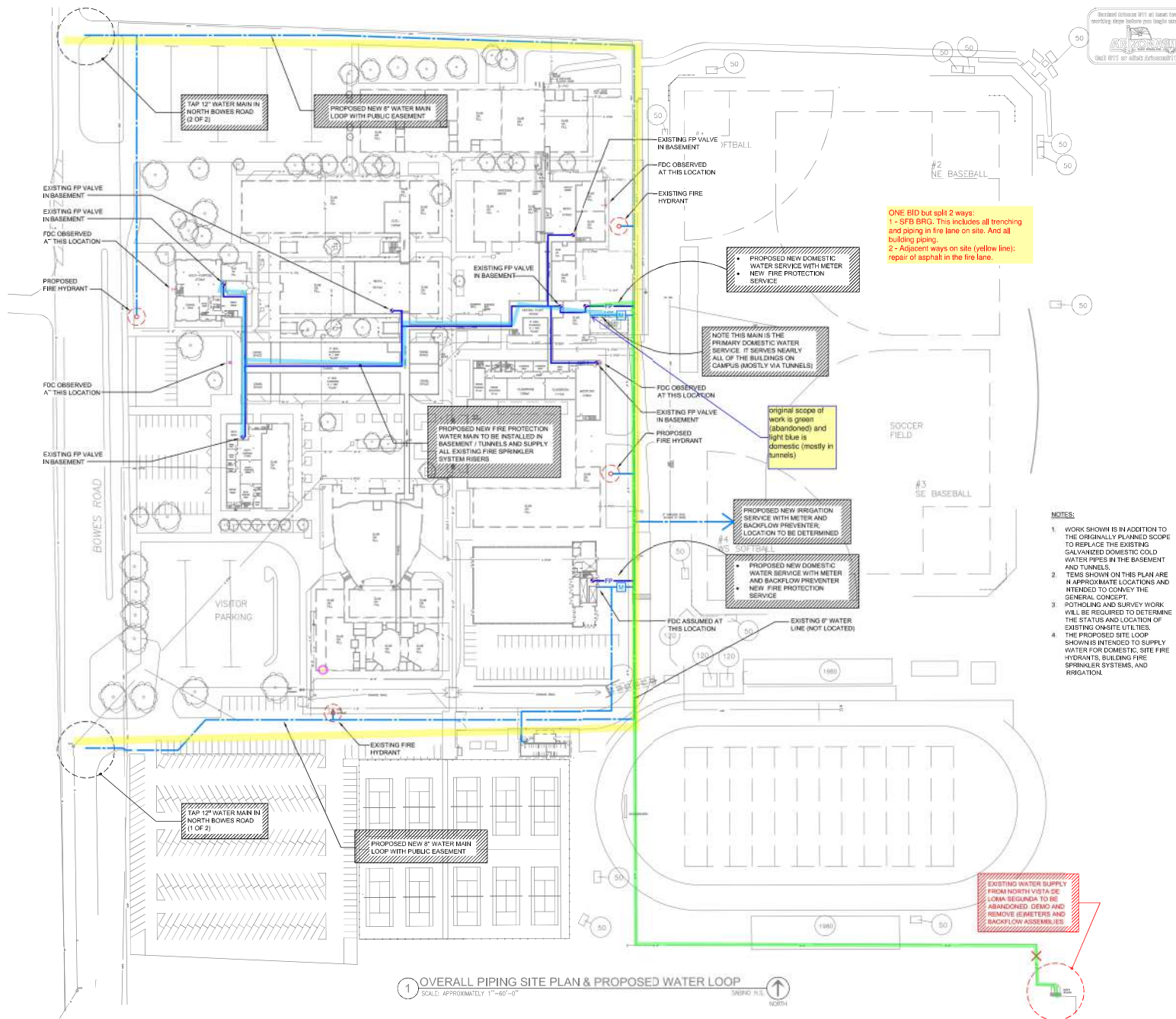
**Other Conditions:**

- This agreement entered into as of the date indicated on the first page.
- The laws of the State of Arizona shall govern this Agreement.
- The Engineer will not begin work on the project or perform any additional services without an executed Agreement.
- The terms and conditions set forth in the Agreement shall be in effect for a period not to exceed six (6) calendar months from the date of acceptance. In the event that terms and conditions of this Agreement have not been completed in that time, the terms of this Agreement shall become negotiable by both parties.
- The Engineer will invoice the Client monthly, based upon the percentage of completion, and/or at the time of submission of each phase of service. Payment is due upon presentation of the invoice unless a separate signed contract between the Client & Engineer establishes a different arrangement for payment. Engineer retains ownership rights of instruments of service until full payment is made by Client.
- Interest may be charged on past due accounts at the rate of one and one half percent per month to accounts outstanding more than 30 days.
- The Engineer reserves the right to suspend the performance of services, without waiving any claim or right against the Client, and without liability whatsoever to the Client, if invoices have not been paid within 30 days. Engineer shall receive payment in full prior to permitting.
- The Engineer shall not be responsible for the acts or omissions of the Client, Client's other consultants, Contractors, Subcontractors, their agents or employees, or other persons performing any of the Work. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any liabilities, damages and costs (including reasonable attorney fees and cost of defense) to the extent

caused by the negligent acts, errors or omissions or the Client, Client's other consultants, Contractors, Subcontractors, their agents or employees, or other persons performing any of the Work.

- Engineer is not responsible or liable for any hazardous materials found on the project site, job site safety, or construction means and methods. All hazardous materials encountered on the site are the responsibility of the owner(s). Job site safety and construction means and methods are the responsibility of the contractor(s).
- Cost estimates, life cycle reports, energy calculations, water consumption estimates, and similar calculations performed by the Engineer represent the Engineer's opinion and judgment and are not guarantees or predictions of actual values.
- Engineer's total liability to Client for any claim or cause of action based on negligence, errors, omissions, strict liability, breach of contract, breach of warranty, indemnity or any other theory of liability, including attorneys' fees and costs and expert witness fees and costs, shall be limited to insurance proceeds, or the fee received for Engineer's services, whichever is greater.
- Client expressly agrees that any liability arising out of this project shall be limited to the Engineer and its applicable insurance and shall not be the basis of personal liability as to Engineer's owners, officers, directors, or employees.
- The Owner and the Design Professional waive claims against each other for consequential damages arising out of or relating to this Agreement, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, including but not limited to losses of use, profits, business, reputation, or financing. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, or loss of reputation, or insolvency. The Design Professional agrees to waive damages including, but not limited to, loss of business, loss of financing, loss of profits not related to this Project or, loss of reputation, or insolvency.
- Any claim in litigation between these Parties must be filed not later than the earlier of the expiration of the applicable statute of limitation or four (4) years from either substantial completion or Consultant's last services on the Project.
- The parties agree that there shall be no assignment of this contract unless mutually agreed upon in writing.
- The Agreement may be terminated by either party upon seven (7) calendar days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Engineer shall be due compensation for services rendered up to date of notification of termination, reimbursable expenses and reasonable termination expenses.
- All disputes arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation. If any dispute that is submitted to mediation is not successfully resolved, the matter may be resolved through litigation in a court of competent jurisdiction in Pima County, Arizona. Client shall not withhold Engineer's compensation as a penalty or fee offset until and unless an adjudication has determined liability.
- In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, expert fees, attorney's fees, and other related expenses.
- Engineer is entitled to rely on the accuracy and completeness of information, documents, and/or designs provided by others. Engineer shall have no obligation to verify the information or design's correctness. Client and Owner shall waive all claims against Engineer relating to information, documents, and designs provided by others and shall indemnify Engineer for all losses, cost and damages incurred.
- Client shall obtain Engineer's prior written consent before making any changes to plans and specifications prepared by the Engineer. Client and Owner shall waive all claims against Engineer relating to unauthorized changes to plans and specifications prepared by the Engineer and shall indemnify Engineer for all losses, cost and damages incurred.
- Engineer shall retain ownership of the instruments of service and the information contained in them. Client & Owner shall not modify the instruments of service and/or reuse them in connection with any other project. The Client's license to the instruments of service is withheld until Engineer receives payment in full for services rendered. Owner shall not utilize the Engineer's design without full payment to Engineer.
- ELECTRONIC FILES: Client agrees not to reuse electronic files, created by the Engineer, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Engineer. Client further agrees to waive all claims against Engineer resulting in any way from any unauthorized changes or reuse of these electronic files for any other project by anyone other than Engineer. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Engineer and electronic files, the signed and stamped or sealed hard copy construction documents shall govern. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees, court costs and defense costs, arising from the use of the electronic files.
- If the scope of services contained in this Agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Engineer that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Engineer harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modifications, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Engineer.

Please let us know if you wish additional information or clarification of our proposal. We look forward to helping you with this challenging and important project.



# DOMESTIC WATER PIPE REPLACEMENT

## SABINO HIGH SCHOOL

5000 N. Bowes Road, Tucson, AZ 85749

SEAL:

PRELIMINARY NOT FOR CONSTRUCTION

**KW**  
KELLY & WRIGHT  
CONSULTANTS - PC  
THE PLANNING - IR PROTECTION

7337 E. TANKER VERDE RD.  
TUCSON, ARIZONA 85715  
(520) 887-0118 FAX (520) 887-0280  
WWW.KWARCH.COM

PROJECT NO. 100201045-0999-003-BRG  
DATE: SEPTEMBER 8, 2021  
DRAWN BY: CJM  
DESIGNED BY: CJM  
CHECKED BY: DFK

REVISIONS:

NO.	DESCRIPTION

SHEET CONTENTS:  
SITE WATER SUPPLY CONCEPT

November 27, 2024

Donovan Kelly, PE  
Principal  
Kelly, Wright & Associates, P.C.  
7337 E. Tanque Verde Road  
Tucson, Arizona 85715

**RE: TUSD - Sabino HS  
Survey & Civil Engineering Services Proposal**

Donovan,

Thank you for the opportunity to submit this proposal to provide survey and civil engineering services for the domestic water replacement for Sabino High School. This proposal has been prepared based on our understanding of the project. We look forward to partnering with your team for a successful project.

**PROJECT UNDERSTANDING:**

Tucson Unified School District (TUSD) is proposing to replace the domestic cold-water piping at Sabino High School. Kelly, Wright & Associates (KWA) along with Dibble completed a preliminary assessment to determine whether the existing water piping should be replaced, or a new alignment be established. As part of this study Dibble determined that the existing water infrastructure is not up to current code and a new looped water system (assumed 8-inch main) should be installed.

The construction document phase of this project will consist of the civil design elements required for the replacement of the existing domestic water main into the school. This design will include a new water line from the 12-inch line in Bowes along with a new water meter and permitting coordination with Tucson Water. Dibble will coordinate with TUSD, KWA and Tucson Water to design the new looped system.

TUSD will need to provide as-built or pothole data confirming any connections that will need to be made and to assist locating existing utilities within the project area. TUSD and/or KWA will determine the required meter sizes for the domestic water and irrigation demands.

Construction survey and inspection services are not included within this scope of work.  
A Storm Water Management Plan is not included within this scope of work.  
An allowance for potholing is included within this scope of work and will be used as needed.

**CONDITIONS:**

- TUSD/Prime Consultant (KWA) will provide project as-builts and existing site CAD files
- Submittals will be made via pdf documents and printing if requested in writing by KWA will be reimbursed at cost to Dibble
- Submittal and review fees will be paid by Owner/Prime Consultant (if required)
- Permitting fees will be paid by the Owner/Prime Consultant/Contractor (if required)

**DESIGN STANDARDS/PERMITTING AGENCY**

- Site improvements will conform to TUSD/City of Tucson/PAG design standards
- No on-site review/permitting outside of TUSD staff will be required
- Water design permitting will be through Tucson Water
- Approval to Construct (ATC) permitting will be through PDEQ

**SCHEDULE:**

- Dibble is prepared to begin immediately and will conform to the project schedule as stipulated by TUSD and/or the Prime Consultant



## **SCOPE OF SERVICES:**

### **1.0 Data Gathering & Base Mapping**

Dibble will prepare and coordinate the project survey and base mapping needs including:

- Obtain rectified aeriels of project site
- Coordinate with a local survey sub-consultant, ALTA Arizona
- Prepare design ready AutoCAD base file for project design including existing utilities and existing site features based on available utility as-built drawings as well as conventional topographic survey (and potholing as needed).
- Site visit with TUSD staff
- Research existing utilities within project area (submit bluestake for design)
- Coordination with TUSD staff and KWA
- Estimating one (1) project meeting during this phase

### **2.0 Construction Documents**

Dibble will prepare construction documents including:

- Prepare and finalize on-site plans including civil site plan, water utility plan, and details
- Prepare and finalize design of horizontal control and vertical design of the water plan
- Coordinate dry utilities by acquiring as-built plans and illustrating dry utility alignment on civil plans, for reference only
- Coordination with TUSD staff and KWA
- Submittal & coordination with Tucson Water
  - Master plan process
  - Design plan process
- Estimating two (2) project meetings during this phase

### **3.0 Permitting Phase Services**

Dibble will perform Permitting services including:

- Respond/address TUSD civil comments
- Respond/address Tucson Water comments (design review)
- Acquire Approval to Construct (ATC) permit from PDEQ
- Assist Owner/ Contractor in acquiring civil construction permits

## **ALLOWANCE/SUB-CONSULTANTS**

### **4.0 Field Survey Services (ALTA AZ)**

- Survey sub-consultant, ALTA Arizona, will perform the project field survey and mapping needs including the preparation of a water easement per Tucson Water requirements (see attached proposal)

### **5.0 Tucson Water Legal and Exhibit (ALTA AZ)**

- Provide water main legal and exhibit per Tucson Water requirements

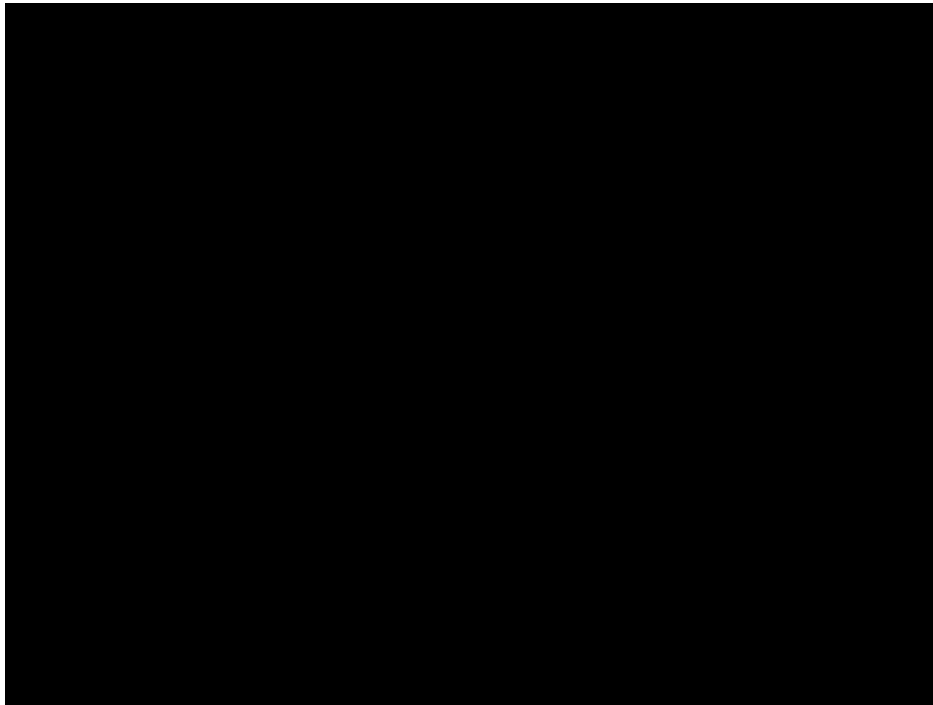
### **6.0 Subsurface Investigation (allowance)**

- Potholing by others (allowance is for up to 8 potholes with cold patch asphalt, if required)

**EXCLUSIONS:**

Unless noted otherwise within the Scope of Services the following services are excluded from this proposal

- Construction phase services / limited construction administration
- Easements & legal descriptions other than as noted within the survey proposal
- Geotechnical investigations
- Environmental investigations
- Cost of permits or fees
- Traffic study/Traffic impact analysis/Signal design
- Roadway signing & striping design
- Pavement section design & percolation tests
- Drainage report and/or study (existing drainage conditions will be maintained)
- Floodplain analysis/modification/permitting, 404 permitting, off-site hydrology/hydraulics study
- Electrical design, natural gas design, structural design including walls, landscaping and irrigation design
- Construction staking & Construction inspection
- As-built survey (to be provided by contractor)
- Record document preparation
- Certification of finish floor elevation
- Bid Period Services (to be provided by TUSD)
- Construction Phase Services / Construction Administration
- Reclaimed water design
- Water modeling and/or water demand calculations (to be provided by others)
- Construction survey and inspection services are not included within this scope of work
- A Storm Water Management Plan is not included within this scope of work

**FEES:**

Note: Cost ratios for Adjacent Ways is regarding asphalt design in the fire line.

**STANDARD BILLING RATES (Dibble 2024 Rates)**

Project Manager	210.00
QA/QC Manager	210.00
Project Engineer (PE)	172.00
Assistant Project Engineer (EIT)	140.00
Senior Designer	150.00

**ADDITIONAL SERVICES:**

If the Consultant/Engineer is required to perform services in addition to those outlined in the Scope of Work, by reason of substantial changes ordered by the Owner for any reason beyond the Consultant's/Engineer's control, they are to receive compensation for such services. Compensation for additional services not included in the Scope of Work for the basic services shall be based on time expended. Additional services must be approved by the Prime Consultant and the Owner prior to the start of such work.

Invoices will be submitted monthly based on the percentage of the survey and civil engineering services that are complete. These invoices will be due and payable upon receipt and will be considered past due if not paid within seven days after Client's receipt of payment from the Owner.

If you have any questions, please feel free to call us at (520) 495-4065.

Sincerely,  
Dibble

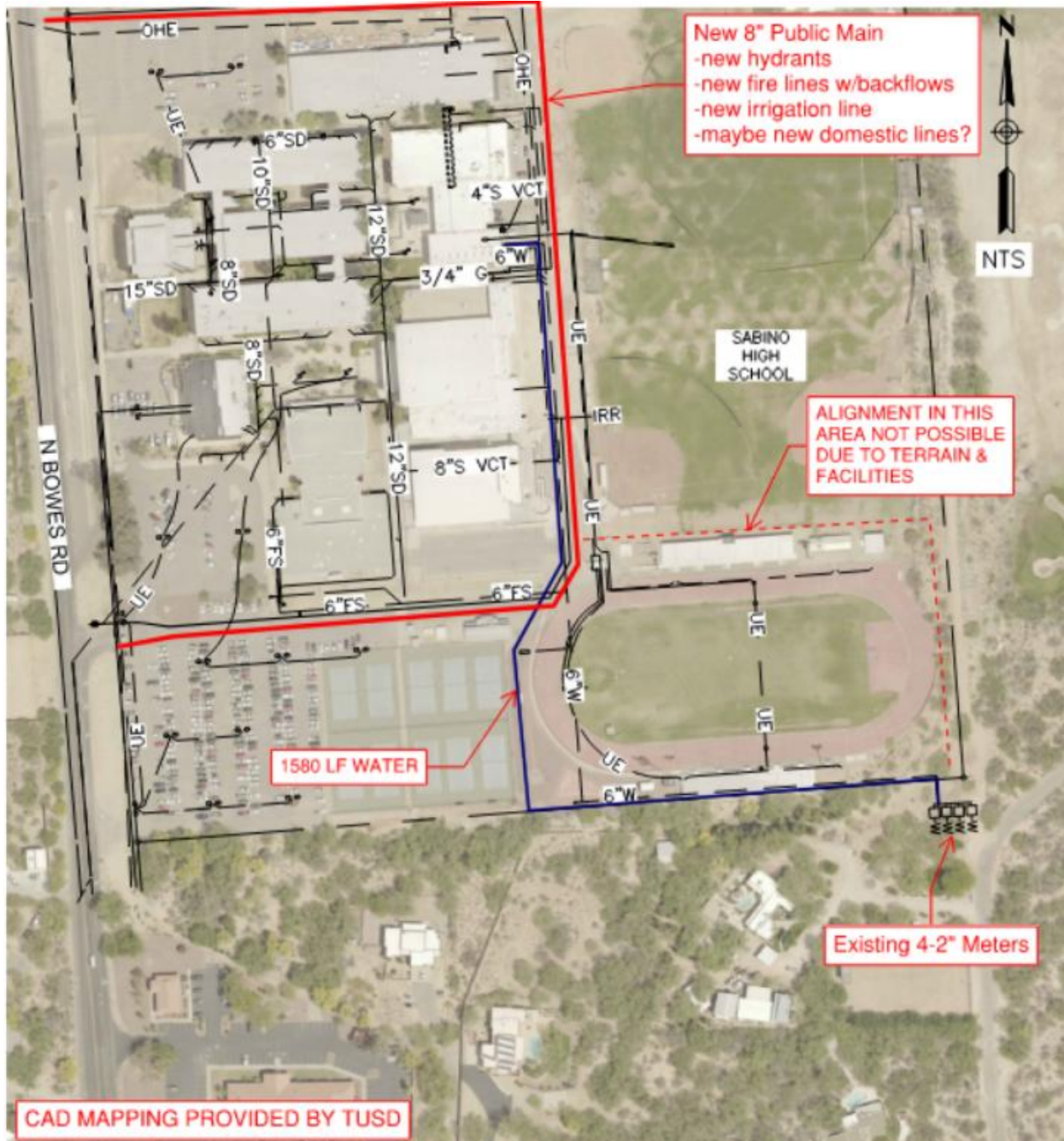


Greg D. Vega, PE  
Vice President, Land Development

***Dibble***



**Project site:**



geotechnical

**PROPOSAL for PROFESSIONAL SURVEYING SERVICES**

survey

Proposal No.: 24  
Date: November 26, 2024

environmental

Client: Dibble Engineering

special  
inspectionsProject: TUSD Sabino High School  
Parcel 114-07-078B  
5000 N Bowes Rd  
Tucson, AZmaterial  
testingAttention: Greg Vega  
Email: [greg.vega@dibblecorp.com](mailto:greg.vega@dibblecorp.com)

civil engineering

Alta Survey, LLC dba Alta Arizona (hereinafter referred to as "Alta"), appreciates having the opportunity to provide this proposal for Professional Land Surveying services. The survey will include a portion of Assessor's Parcel No. 114-07-078B.

The following Professional Surveying Services will be provided by Alta upon acceptance of the attached Terms and Conditions

Phoenix

**SCOPE OF SERVICES: Design Survey for the area noted in purple per exhibit A**

Tucson

Alta will provide qualified personnel to perform the following:

Florence

Sierra Vista

- Project set up pre-survey, calculations, establish horizontal and vertical control based on Local Municipal Datum.
- Conduct a design survey for a portion of parcel 117-07-078B.
- Topographic mapping with a 1" = 40' scale 1-foot contour intervals per exhibit A.
- Locate edge of pavement, back of curb, curb gutter, curb lip, and sidewalks.
- Locate all improvements, above ground utilities, top of nuts for water valve/rim elevations, M/H dips, overhead utility lines, telephone, cable tv, fiber optic, power poles, telephone, electric, lighting, gas valve/structures.
- Deliverable: CADD format drawing containing r/w and parcel linework; points in .txt file with point descriptions.
- Provide Basis of Bearings, Coordinates and elevations in Microsoft word document

**FEE FOR SERVICES:**

In accordance with the scope of services, the following is our fee for this project:

**Survey Lump Fee**

We are pleased to have this opportunity and look forward to working with you on this project. If you have any questions, if you have any questions, please contact me at 520-398-6651, or by email at [Jan.gutbub@altaarizona.com](mailto:Jan.gutbub@altaarizona.com).

Best regards,  
Alta Arizona

*Jan Gutbub*  
Survey Department



