

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: December 2, 2014

**ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS:**

Amendment #3 contract # CT-FC-1300000000000000594, PSOMAS, Inc.. Design Engineering Services for Pantano Bank Protection and River Park Phase 3 Tanque Verde Road to Glenn Phase 4 Glenn to Craycroft (5PWSTV). This Amendment removes all Phase IV improvements, as well as the Phase III restroom, in favor of cultural resources work required for project clearance, revised structural evaluation and design, and evaluation of several public art options on the proposed bridge and ongoing consultation with the public artist. There are no changes to rates or contract value. Funding Source: Flood Control Tax Levy. Administering Department: Regional Flood Control District.

Effective Date: December 2, 2014

Termination Date: October 14, 2015

Original Contract Amount: \$455,628.58

Previous Amendment(s): \$637,156.73

Previous Contract Amount: \$1,092,785.31

This Amount this Amendment: \$0.00

Revised Contract Amount: \$1,092,785.31

Cont #	CT-FC-1300000000000000594
Effective:	12/2/2014
Term	10/14/2015
Cost	0
Rev	0
Tot	0
NTE	1,092,785.31
Timex	NO
Renewal:	7/1/2015
Term	10/14/2015

Procure Dept 11/17/14 PM 12:46

Project Manager: Larry Robison, RFCD (724-4660)

Contract Officer: Mark Koskiniemi, (724-3723)  
Procurement Department

PimaCore: CT-FC-1300000000000000594

Vendor is using a Social Security Number: NO

Ver. - 8  
Vendor - 1  
pgs. 13

Please return to Harry Lewis.

CLERK OF THE BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM No. \_\_\_\_\_

To: COB. 11-19-14  
Agenda 12.2.14  
C1)  
C

<b>PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT</b>	
<b>PROJECT:</b> Design Engineering Services for Pantano Bank Protection and River Park Phase 3 Tanque Verde Road to Glenn Phase 4 Glenn to Craycroft (5PWSTV)	
<b>CONSULTANT:</b> Psomas, Inc. 333 E. Wetmore Road, Suite 450 Tucson, AZ 85705	
<b>CONTRACT NO.:</b> CT-FC-13000000000000000594	
<b>AMENDMENT NO.:</b> Three (3)	
<b>FUNDING:</b> Flood Control Tax Levy	
	<b>CONTRACT</b>
	NO. <u>CT-FC-13000000000000000594</u>
	AMENDMENT NO. <u>03</u>
	This number must appear on all invoices, correspondence and documents pertaining to this contract.

<b>CONTRACT TERM:</b> 10/15/12-10/14/14	<b>ORIGINAL CONTRACT AMOUNT:</b>	\$	455,628.58
<b>TERMINATION PRIOR AMENDMENT:</b> 10/14/15	<b>PRIOR AMENDMENT(S):</b>	\$	637,156.73
<b>TERMINATION THIS AMENDMENT:</b> 10/14/15	<b>AMOUNT THIS AMENDMENT:</b>	\$	-
	<b>REVISED CONTRACT AMOUNT:</b>	\$	1,092,785.31

**CONTRACT AMENDMENT**

**WHEREAS**, DISTRICT and CONSULTANT have entered into the Contract referenced above; and

**WHEREAS**, in the negotiations leading to this Contract, DISTRICT and CONSULANT agreed upon a scope of work for this project; and

**WHEREAS**, DISTRICT and CONSULTANT intend to modify the scope of this contract to remove all Phase IV improvements, as well as the Phase III restroom, in favor of cultural resources work required for project clearance, revised structural evaluation and design, and evaluation of several public art options on the proposed bridge and ongoing consultation with the public artist; and

**WHEREAS**, in the negotiations leading to this Amendment, DISTRICT and CONSULANT agreed to complete these scope modifications without a change in rates or contract amount.

**NOW, THEREFORE**; it is agreed as follows:

**CHANGE** references, previously amended in Amendment 2, in the Contract to "Appendix A (1 page) and Appendix A-1 (14 pages)" to "Appendix A (1 page), Appendix A-1 (14 pages); and Appendix A-2 (7 pages)".

**ADD** Appendix A-2 (7 pages) as an attachment to the Contract.

**CHANGE** references, previously amended in Amendment 2, in the Contract to "APPENDIX B: CONSULTANT FEE SCHEDULE (33 pages), APPENDIX B-1 SCHEDULE (1 page), and Appendix B-2 (51 pages)" to "APPENDIX B: CONSULTANT FEE SCHEDULE (33 pages), APPENDIX B-1 SCHEDULE (1 page), Appendix B-2 (51 pages), and Appendix B-3 (4 pages)".

**ADD** Appendix B-3 (4 pages) as an attachment to the Contract.

This Amendment shall be effective on December 2, 2014.

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

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

APPROVED:

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Date

CONSULTANT:

  
\_\_\_\_\_  
Signature

MATTHEW D. CLARK  
Name and Title (Please Print) VP

11/14/14  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

**ANDREW FLAGG**

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

October 28, 2014

Larry Robison, P.E.  
Pima County Regional Flood Control District  
97 East Congress Street  
Tucson, AZ 85701

**Re: Request for Contract Amendment #3  
Pantano Wash Bank Protection and River Park - Phase III & IV  
Pima County W.O. 5PWFLT  
Pima County Contract No. 13\*365  
Psomas Project 7PFC110102**

Dear Larry:

Per your request, Psomas is submitting this Contract Amendment Request to address both elimination and addition of project tasks and associated budgets. All the Phase IV improvements, as well as the Phase III restroom have been completely eliminated from the project scope. Per our discussion, the remaining fee for those tasks will be transferred to a contingency item which can only be utilized at your explicit direction.

Tasks to be added to the existing contract are related to cultural resources work required for project clearance, and for revised structural evaluation and design. The cultural resources scope includes updating the approved cultural resources report, revising the cultural resources treatment plan to reflect the individual effort for Phase III, and providing pre-construction monitoring of the Hardy site. The structural design scope includes evaluation of several public art options on the proposed bridge and ongoing consultation with the public artist. A detailed scope and manhour breakdown for the additional tasks have been attached.



**EcoPlan Associates, Inc.**  
*Environmental Science & Resource Economics*

August 18, 2014  
*Revised August 26, 2014*  
*Revised October 3, 2014*

Mike Daly, P.E.  
Senior Project Manager  
PSOMAS, Inc.  
800 E. Wetmore Rd., Ste. 110  
Tucson, AZ 85719

RE: Pantano Wash Phase 3 Bank Protection and River Park  
Additional Survey, Reporting, Monitoring, and Adjustments to Treatment Plans  
EcoPlan No.: 12-434 Amendment 2

Dear Mr. Daly:

EcoPlan Associates, Inc. is pleased to submit this proposal for additional cultural resources work associated with the above-referenced project.

We have included a scope of work, assumptions, and cost estimate in this proposal for your review and approval. We estimate the cost of our services to be \$19,502.00. Invoices will be submitted monthly for work completed to date. Terms for payment are net 30 days.

Please contact me at 520-624-4326, extension 117, or Mike Dawson at extension 177 if you have any questions. Thank you for your time and consideration.

Sincerely,

George A. Ruffner, Ph.D.  
President

Enclosures: As noted



## **SCOPE OF WORK**

### **Pantano Wash Phase 3 Bank Protection and River Park Cultural Resources Survey Report, Cultural Resources Treatment Plan, and Geotechnical Monitoring Fieldwork EcoPlan No.: 12-434**

EcoPlan Associates, Inc. (EcoPlan) offers the following proposed scope of work for completion of the initial cultural resources survey report, adjustments to the cultural resources Treatment Plan for Phase 3 of the project, pre-construction monitoring fieldwork for the Pantano Wash Project, and input for public meetings. The 5 tasks included in this scope of work, as well as assumptions, are detailed below. Please note this scope does not include effort for Phase I Data Recovery fieldwork, Phase II Data Recovery fieldwork, artifact analyses, a final report, or project close out costs. These costs will be submitted separately for Phase 3 of the project.

#### **Task 1: Project Administration and Management**

This task includes general project management and administrative tasks, including meetings and project coordination.

#### **Task 2: Cultural Resources Survey Report Revisions and Addendum**

This task includes the finalization of the cultural resources survey report (which has already been reviewed) and the production of that survey report. The cost proposal for Task 2 is based on the following assumptions:

- No more than fifteen copies of the survey report will be required by Pima County for consultation.

#### **Task 3: Pre-construction Monitoring**

This task includes effort associated with pre-construction monitoring fieldwork. The cost proposal for Task 3 is based on the following assumptions:

- Pre-construction monitoring will be conducted within the boundaries of the Hardy site (AZ BB:9:14 [ASM]), Fort Lowell (AZ BB:9:40 [ASM]), and AZ BB:9:434 (ASM).
- The results of monitoring would be included in the Phase 3 final data recovery report.

#### **Task 4: Revision of the Two Cultural Resources Treatment Plans**

This task includes the modification of the cultural resources treatment plan for testing, data recovery, and geotechnical monitoring for the Pantano Wash Phase 3 project. The cost proposal for Task 4 is based on the following assumptions:

- The current treatment plan will be focused on the Phase 3 project area.
- The treatment plan will outline cultural resources sensitivity training for construction personnel.



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- The pre-construction monitoring will follow the County's General Monitoring Plan. Monitoring methods also will be briefly outlined in the treatment plans for the Phase 3 project areas.
- No more than fifteen copies of each of the treatment plans will be required by Pima County for consultation.

### **Task 5: Public Meetings**

This task includes effort associated with presentations at two separate public meetings. The cost proposal for Task 5 is based on the following assumptions

- Either EcoPlan's Environmental Coordinator or Cultural Resources Project Director will attend each meeting.
- EcoPlan will make short presentations detailing the known cultural resources in the area, the effect of the proposed project on those resources, and a description of what information can be gained about these cultural resources as a result of this project.
- EcoPlan will provide graphical displays for these public meetings in the form of mounted posters.



## Workhour Estimate by Task

<b>TASK</b>	<b>Environmental Coordinator</b>	<b>Cultural Principal Investigator</b>	<b>Cultural Project Director</b>	<b>Cultural Crew Chief</b>	<b>GIS Graphics Technician</b>	<b>TOTAL</b>
Task 1. Project Administration and Management	8	4	8	4	0	24
Task 2. Report Revisions and Addendum	0	10	6	35	10	61
Task 3. Pre-construction Monitoring	0	0	4	30	0	34
Task 4. Revise the Treatment Plan	0	19	10	45	30	104
Task 5. Public Meetings	4	0	4	0	4	12
<b>TOTAL HOURS</b>	<b>12</b>	<b>33</b>	<b>32</b>	<b>114</b>	<b>44</b>	<b>235</b>



October 2, 2014

Mr. Mike Daly, P.E., Project Manager  
Psomas  
333 E. Wetmore, Suite 450  
Tucson, Arizona 85705

RE: Structural Engineering Change Order Request  
Pantano Bank Protection and River Park – Phase 3  
Pedestrian Bridge at Rose Hill Wash

Dear Mike:

Structural Concepts hereby requests a change to our contract for the extra work we performed with respect to the project art requirements for the Rose Hill Wash Pedestrian Bridge. A chronology of events and added scope of work is listed below. An hourly break down and cost derivation is included.

1. After 50% preliminary structural drawings and cost estimate were submitted to Psomas on March 21, 2014 for a basic 5' high pedestrian bridge, the following tasks were completed to identify a bridge type that met the desires of the project artist:

SCOPE: Sketches were produced, bridge manufacturers were consulted for prices and foundation reactions, preliminary foundations were designed and estimated, comparative construction cost estimates were produced and coordination with the team and artist was carried out in order to compare art Options 2, 3 and 4 with Option 1, which was the initial bridge structure selection.

- a. **Option 1:** 5' high basic pedestrian bridge with no art as submitted.
  - b. **Option 2:** Full height box option to accommodate art panels hung from above the bridge transverse members with sufficient head room clearance for horseback riders.
  - c. **Option 3:** Trellis option mounted to the top of Option 1 to gain the desired additional height.
  - d. **Option 4:** Bowstring arch option with sufficient head room clearance for horseback riders over the central third of the bridge span where the art panels were anticipated.
2. These 4 options with their comparative estimates were forwarded to Psomas on July 29, 2014.
  3. On Aug 11, 2014 the bowstring arch option was approved and selected by the Tucson Pima Arts Council.

October 2, 2014

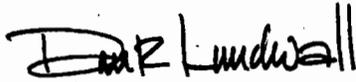
Page 2

4. From Aug 12, 2014 until Sep 12, 2014, we consulted and coordinated with Joe O'Connell at Creative Machines regarding the final design issues relating to their artwork support and the required headroom clearance. During this period, final design of the pedestrian bridge proceeded.
5. On Oct 1, 2014, 90% drawings of the bowstring arch option were submitted to Psomas for their review and comment.

We request an additional fee for the above design services of \$8,500, which includes all reimbursable expenses (i.e. plotting, printing, mileage etc.).

We appreciate the opportunity to be of service to Psomas. Please call if you have any questions.

Sincerely,  
Structural Concepts Inc.



Dan R. Lundwall, P.E., SECB  
Principal

A summary of adjustments to the existing contract budgets are present below by task.

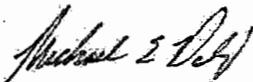
<b>SCOPE / BUDGET REDUCTIONS</b>	
<b>TASK DESCRIPTION</b>	<b>BUDGET</b>
Task 11-13 - Phase III Restroom Design (Swaim)	(\$12,100.00)
Task 15 - Phase IV 95% Plans (Psomas)	(\$11,700.00)
Task 15 - 95% IV Plans (McGann)	(\$12,831.00)
Task 16 - 100% IV Plans (Psomas)	(\$9,900.00)
Task 16 - 100% IV Plans (McGann)	(\$7,800.00)
<b>Total</b>	<b>(\$54,331.00)</b>
<b>SCOPE / FEE ADDITIONS</b>	
Task 10A - Phase 4 Cultural Resources Survey, Report Amendment, Revisions to Cultural Resources Treatment Plans (See Attachment "A")	\$19,502.00
Task 20 - Structural Design, Additional work to assess public art impacts and cost to pedestrian bridge design and modify plans submittals accordingly	\$8,500.00
<b>Total</b>	<b>\$28,002.00</b>
Original Contract Budget	\$1,092,785.31
Total Budget Reductions	(\$54,331.00)
Total Budget Additions	\$28,002.00
Transfer to Contingency Budget (1)	26,329.00
Change to Total Contract Budget	\$0

**(1) Use of contingency budget requires prior approval of RFCD Project Manager**

If you have any questions or concerns please contact me at 292-2300.

Sincerely,

**Psomas**



Mike Daly, P.E.  
Senior Project Manager

Attachments



**FEE ESTIMATE SUMMARY**

PROJECT: Pantano Wash Phase 3 DATE: August 18, 2014  
Bank Protection and River Park Revised August 26, 2014  
Additional Survey, Reporting, Monitoring and Adjustments to Treatment Plans Revised October 3, 2014

PREPARED BY: EcoPlan Associates, Inc. CONTRACT NO.: CT-FC-13000000000000000365  
EFFECTIVE DATE: 8/31/2014 COUNTY PROJECT NO: 5PWSTV  
CONSULTANT: PSOMAS, Inc.  
CONTRACT TIME: 1 Year CONTRACT TYPE: CPFF

METHOD OF COMPENSATION: CPFF by Task

**DIRECT LABOR COST**

CLASSIFICATION	No. HOURS		HOURLY RATE	TOTAL COST
	Estimated	Hours		
Environmental Coordinator	12		\$55.75	\$669.00
Cultural Principal Investigator	33		\$53.50	\$1,765.50
Cultural Project Director	32		\$32.40	\$1,036.80
Cultural Crew Chief	114		\$23.17	\$2,641.38
GIS Graphics Technician	44		\$29.50	\$1,298.00

(A) Direct Labor 235 Hrs. \$7,411

**OVERHEAD**

(B) OH Rate x (A) or 132.00% x \$7,411 = \$9,782

**PROFIT**

(C) % Profit Rate x (A+B) or 10.0% x \$17,193 = \$1,719

**ESTIMATED OTHER DIRECT EXPENSES**

REPRODUCTIONS \$589.50  
SPECIALIZED VENDORS \$0.00

(D) Estimated Other Direct Expenses = \$590

(E) ESTIMATED OUTSIDE SERVICES & SUBCONSULTANT COSTS

(F) TOTAL COST FOR ALL SUBCONSULTANT AND OUTSIDE SERVICES = \$0

**ESTIMATED FEES**

(G) TOTAL CONSULTANT FEE = \$19,502

EXHIBIT A: ESTIMATED DIRECT EXPENSES  
REPRODUCTIONS:

Reports (See EXHIBIT B)



**EcoPlan Associates, Inc.**  
*Environmental Science & Resource Economics*

\$589.50

	<u>No. of Copies</u>	<u>Cost per Copy</u>	<u>Cost</u>
Color Copies			
8 1/2"x11"	855	\$0.50	\$427.50
11"x17"		\$0.90	\$0.00
Black & White Copies			
8 1/2"x11"	1620	\$0.10	\$162.00
11"x17"		\$0.15	\$0.00

TOTAL REPRODUCTIONS =	\$589.50
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**PANTANO BANK PROTECTION AND RIVER PARK - PHASE 3**  
 Pedestrian Bridge at Rose Hill Wash - Change Order Request

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**MANHOUR AND FEE DERIVATION**

	Description	Project Prin./Mgr.	Project Engineer	Structural Engineer	CADD Tech	Clerical	Total
1	Option 2-Sketches, estimates, prelim. design, etc.	1.5	12				\$2,075
2	Option 3-Sketches, estimates, prelim. design, etc.	1.5	10				\$1,771
3	Option 4-Sketches, estimates, prelim. design, etc.	2	16		12		\$3,774
4	Project Management	4					\$668
<b>TOTAL HOURS</b>		<b>9</b>	<b>38</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>59</b>
	Hourly Rates	\$167	\$152	\$140	\$84	\$59	
<b>TOTAL LABOR, OVERHEAD AND PROFIT</b>		<b>\$1,503</b>	<b>\$5,776</b>	<b>\$0</b>	<b>\$1,008</b>	<b>\$0</b>	<b>\$8,287</b>
Direct Expenses (mileage, reproduction, inhouse printing, etc.)							\$213
<b>TOTAL FEE</b>							<b>\$8,500</b>