



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 11/22/2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Rio Nuevo Multipurpose Facilities District

Project Title/Description:

Intergovernmental Agreement between Pima County and the Rio Nuevo Multipurpose Facilities District for Conducting a Sewer Alignment Study

Purpose:

This Intergovernmental Agreement (IGA) between Pima County and Rio Nuevo Multipurpose Facilities District (District) is made and entered into by the parties pursuant to A.R.S. § 11-952.

The District is conducting preliminary design work toward construction of an office complex (Complex) to permanently house Caterpillar, Inc.'s Surface Mining and Technology Division. The proposed location of the Complex requires relocation of County's existing sanitary sewer. As part of the design process, District must, on a short-term basis, complete a preliminary realignment analysis for the sewer. District has requested County employ one of its Qualified Consultants List engineering consults to complete the analysis. District will fully reimburse County for all costs associated with the analysis.

Procurement Method:

Board of Supervisors Policy D29.4 XI. H. Other Non-Procurement Contracts.

Program Goals/Predicted Outcomes:

District will fully reimburse County for all costs associated with the preliminary realignment analysis to expedite construction of the Complex to permanently house Caterpillar, Inc.'s Surface Mining and Technology Division.

Public Benefit:

County will coordinate efforts with District to expedite Caterpillar's move to Tucson.

Metrics Available to Measure Performance:

Timely reimbursement of funds.

Retroactive:

No.

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Original Information

Document Type: CTN Department Code: WW Contract Number (i.e., 15-123): 17-105

Effective Date: 11/22/2016 Termination Date: 11/21/2017 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ 40,000.00

Funding Source(s): RWRD Obligation Fund

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Julie K McWilliams *Julie K. McWilliams*

Department: Regional Wastewater Reclamation Department Telephone: 724-6531

Department Director Signature/Date: *[Signature]* 11/15/16

Deputy County Administrator Signature/Date: *[Signature]* 11/15/16

County Administrator Signature/Date: *[Signature]* 11/15/16

(Required for Board Agenda/Addendum Items)

| |
|---|
| CONTRACT |
| NO. <u>CTN-WW-17-105</u> |
| AMENDMENT NO. _____ |
| This number must appear on all invoices, correspondence and documents pertaining to this contract. |

**Intergovernmental Agreement
between
Pima County and the Rio Nuevo Multipurpose Facilities District
for
Conducting a Sewer Alignment Study**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County"), and the Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona ("District), pursuant to A.R.S. § 11-952.

Recitals

- A. County and District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. County is authorized by A.R.S. § 11-264 to, among other things, purchase, construct or operate a sewage system, including the collection, transportation, pumping, treatment and disposal of sewage.
- C. District is authorized by A.R.S. § 48-4204(B) to acquire land and construct, finance, furnish, maintain, improve, operate, market and promote the use of multipurpose facilities and other structures, utilities, roads, parking areas or buildings necessary for full use of the multipurpose facilities and do all things necessary or convenient to accomplish those purposes.
- D. District is conducting preliminary design work toward construction of an office complex (the "Complex") to permanently house Caterpillar's Surface Mining and Technology Division.
- E. The proposed location of the Complex requires relocation of County's G-74-013 thirty-three inch sanitary sewer line.
- F. As part of the design process, District must, on a short-term basis, complete a preliminary realignment analysis for said sewer line.
- G. District desires that County employ one of its Qualified Consultants List (QCL) engineering consultants (Consultant) to complete an analysis that is acceptable to both parties. The work performed by this Agreement shall be done by a mutually agreed upon Consultant properly licensed by the State of Arizona to perform the work described herein.
- H. County is agreeable to such an arrangement

NOW, THEREFORE, County and District, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to establish County's employment, on District's behalf, of a County Consultant to complete a realignment analysis for County's G-74-013 sewer in exchange for District's agreement to fully reimburse County for the costs of the realignment analysis.
2. **Scope.** The scope of the realignment analysis is attached hereto as Exhibit A.
3. **Financing.** County will employ and pay the Consultant. District will, on a monthly basis, fully reimburse the County for payments made to Consultant pursuant to this IGA. The final reimbursement shall be paid within 30 days of the final acceptance of this alignment analysis by the County and the District.
4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of one year unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA and, conditioned on District's full reimbursement of County's payments to Consultant, District will own the realignment analysis and County hereby assigns to District all rights County may have under the realignment analysis agreement between County and Consultant. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
7. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA, the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.

- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article.

- 8. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a state court in Pima County.
- 9. **Non-Discrimination.** The parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
- 10. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 11. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
- 12. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- 13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Rio Nuevo Multipurpose District does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
- 14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such

order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

15. **Workers' Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
17. **No Third Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
18. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Jackson Jenkins, Director
RWRD
201 N. Stone, 8th Floor
Tucson AZ 85701

With copies to:

County Administrator
130 West Congress St., 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

District:

Rio Nuevo Multipurpose Facilities District
400 W. Congress, Suite 152
Tucson, Arizona 85701
Attn: Fletcher McCusker, Chairman

With copies to its counsel:

Gust Rosenfeld, P.L.C.
One South Church Avenue, Suite 1900
Phoenix, Arizona 85701-1627
Attn: Mark Collins, Esq.

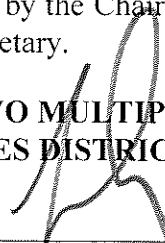
19. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

In Witness Whereof, County has caused this IGA to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and District has caused this Intergovernmental Agreement to be executed by the Chairman of its Board upon resolution of the Board of Directors and attested to by its Secretary.

PIMA COUNTY:

**RIO NUEVO MULTIPURPOSE
FACILITIES DISTRICT:**

Chair
Board of Supervisors

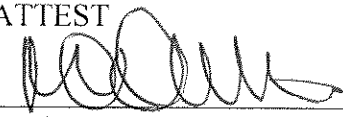


Fletcher McCusker, Chairman

ATTEST

ATTEST

Clerk of the Board



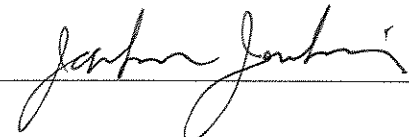
Mark Irvin, Secretary

Date: _____

Date: 11.17.16

Approval

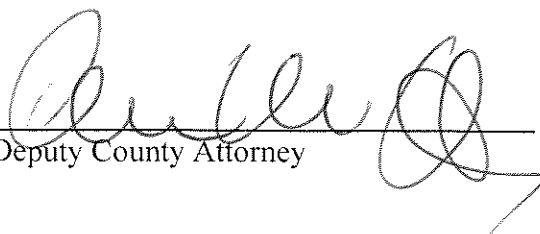
The foregoing Intergovernmental Agreement between Pima County and the Rio Nuevo Multipurpose Facilities District has been reviewed by the undersigned, and is hereby approved as to content.



Intergovernmental Agreement Determination

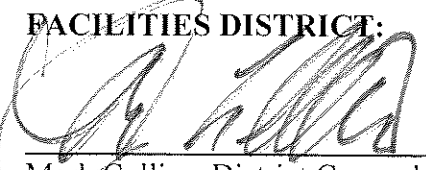
The foregoing Intergovernmental Agreement between Pima County and the Rio Nuevo Multipurpose Facilities District has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:



Deputy County Attorney

**RIO NUEVO MULTIPURPOSE
FACILITIES DISTRICT:**



Mark Collins, District Counsel

EXHIBIT A



WestLand Resources

November 7, 2016

Mr. Jaime Rivera
PIMA COUNTY REGIONAL
WASTEWATER RECLAMATION DEPARTMENT
201 N. Stone, 3rd Floor
Tucson, Arizona 85701

Mr. Phillip Swaim
SWAIN AND ASSOCIATES, LTD.
7350 E. Speedway Blvd., Suite 210
Tucson, Arizona 85710

**Re: CATERPILLAR SEWER RELOCATION PRELIMINARY ALIGNMENT
ANALYSIS
WESTLAND PROPOSAL NO. P9422.16**

Dear Mr. Rivera:

WestLand Resources Inc. (WestLand), is pleased to provide a proposal for the preliminary layout and hydraulic analysis for the relocation of existing 33-inch sanitary sewer (G-74-013) to allow for the construction of the proposed building for the Caterpillar Inc. office complex. The existing sewer currently runs through the center of the parcel where the building is to be located and due to access and constructability issues, approximately 1,200 feet of the sewer, from just north of manhole 1799-05 to north of manhole 1799-07 will be moved to avoid the building footprint. The alignment will primarily follow the proposed alignment 2A developed by the Pima County Regional Wastewater Reclamation Department (PCRWRD) (see attached).

Rio Nuevo, along with the City of Tucson (COT), is putting together design and construction packages for a construction manager at risk (CMAR) approach for the building construction, and the design and construction of the sewer will be incorporated into the CMAR contracts. In an effort to expedite the sewer relocation, WestLand has been asked to work with the PCRWRD, Rio Nuevo, and the COT to develop the alignment for the sewer relocation. This will allow the CMAR designer and Contractor to work with the constraints of where the sewer can be located when laying out the design of the building and associated facilities.

WestLand will coordinate with the COT and Rio Nuevo for the survey, aerial, and topography for the site to lay out the sewer and to develop the future extension and right of way for South Avenida Del Convento from West Cushing Street to West Mission Lane. The relocated (and a portion of the existing) sewer will be located in this new right of way for the north-south portion of the alignment. A sewer easement will be required for the portion of the sewer that runs from west to east parallel with Cushing Street.

The scope of work listed below are the tasks associated with the preliminary alignment study.

Q:\Proposals\2016\P9422.16 Caterpillar\Prop CNC_110716.docx

ENGINEERING AND ENVIRONMENTAL CONSULTANTS

4001 E. Paradise Falls Drive • Tucson, Arizona 85712 • 520•206•9585

Task 1 - Technical Design Memorandum

WestLand will provide a technical memorandum that outlines the requirements for design, calculations, and assumptions made for the sizing, material selection, and configuration of the proposed sewer alignment. The memorandum will incorporate information from PCRWRD for existing and future sewer capacity requirements to determine the pipe size based on available slope from existing sewer. Issues related to corrosion and odor control will be addressed and WestLand will provide necessary background data needed for the design of the sewer.

WestLand proposes to provide the scope of services defined in Task 1 on a time-and-materials basis with not to exceed budget of \$5,747.

Task 2 - Preliminary Sewer Alignment

WestLand will work with PCRWRD, COT, and Rio Nuevo to develop the best available alignment for the relocated sewer that will provide a quality sewer for PCRWRD to operate and maintain as well as opening up the site for maximizing the developable area. Providing proper access to the sewer main for PCRWRD to maintain and operate the sewer will be the primary focus of the alignment selection; therefore, the development of the permanent Avenida Del Convento right of way will be part of this alignment study. WestLand will work with the COT to identify an alignment that works for conveying traffic as well as provides an acceptable hydraulic alignment for the sewer and affords room for future utilities and proper separation as required. The established alignment will be used by the CMAR design team for the sewer relocation plans.

WestLand proposes to provide the scope of services defined in Task 2 on a time-and-materials basis with not to exceed budget of \$11,570.

Task 3 - Odor Control

WestLand will work with PCRWRD to determine the proper odor control requirements for the sewer. Due to the changes in direction and the existing sewer being an interceptor sewer which conveys a high volume of sewage for long distances, gases which are trapped within the sewage as it travels in laminar flow are released during turbulence caused by change in direction or slope. Due to the high profile of the facilities to be built, it is assumed that a biofilter will be required to mitigate any odors from the sewer. WestLand will coordinate with the PCRWRD Odor Control department for the size and requirements of a biofilter to service the proposed sewer. WestLand will provide a footprint layout of the biofilter to be used in the future design which will allow the CMAR designer to place the biofilter in the optimum location for the facility layout.

WestLand proposes to provide the scope of services defined in Task 3 on a time-and-materials basis with not to exceed budget of \$5,166.

Task 4 - FMP Requirements

In order to construct the relocated sewer, a flow management plan (FMP) will be required to dry out the sewer in the location where existing sewer will be removed and the new sewer will be connected

at both upstream and downstream locations. WestLand will work with PCRWRD and their Flow Monitoring department to determine the required size of the FMP pumping system. In addition, the FMP piping and where the flows can be diverted are complicated with the existence of the Modern Streetcar tracks within Cushing Street, Avenida Del Convento and Linda Ave. WestLand will coordinate with PCRWRD for available capacity in the nearest sewers to minimize the length of FMP. The final FMP will be provided by the CMAR design team when established.

WestLand proposes to provide the scope of services defined in Task 4 on a time-and-materials basis with not to exceed budget of \$5,009.

Task 5 – Preliminary Opinion of Probable Construction Cost

WestLand will provide an Opinion of Probable Construction Cost (OPCC) for the construction of the sewer as shown in the alignment study. The OPCC will include costs for the FMP as well as the odor control facilities. WestLand will work with the COT and Rio Nuevo to separate costs that will be associated with the construction of the building and facilities and provide an OPCC for only the sewer relocation and related costs.

WestLand proposes to provide the scope of services defined in Task 5 on a time-and-materials basis with not to exceed budget of \$2,552.

Task 6 - Project Management and Meetings

WestLand will provide project management for the project to include attending meetings with PCRWRD, COT, and Rio Nuevo for project requirements, needs and restrictions, coordination of design, staff and budget management.

WestLand proposes to provide the scope of services defined in Task 6 on a time-and-materials basis with not to exceed budget of \$9,900.

Summary

The follow table provide a summary of tasks and associated budgets.

Table 1. Task and Budget Summary

| Task | Budget | Billing |
|--|------------------|----------------|
| Task 1 - Technical Design Memorandum | \$ 5,747 | NTE |
| Task 2 - Preliminary Sewer Alignment | \$ 11,570 | NTE |
| Task 3 - Odor Control | \$ 5,166 | NTE |
| Task 4 - FMP Requirements | \$ 5,009 | NTE |
| Task 5 - Opinion of Probable Construction Cost | \$ 2,552 | NTE |
| Task 6 - Project Management and Meetings | \$ 9,900 | NTE |
| Total | \$ 39,944 | |

Mr. Jaime Rivera
November 7, 2016
Page 4

Should you find the above scope and fees acceptable, it is our understanding that this work will be performed under our current QCL with PCRWRD.

If you have any questions or require additional information, please do not hesitate to call.

Respectfully,
WestLand Resources, Inc.



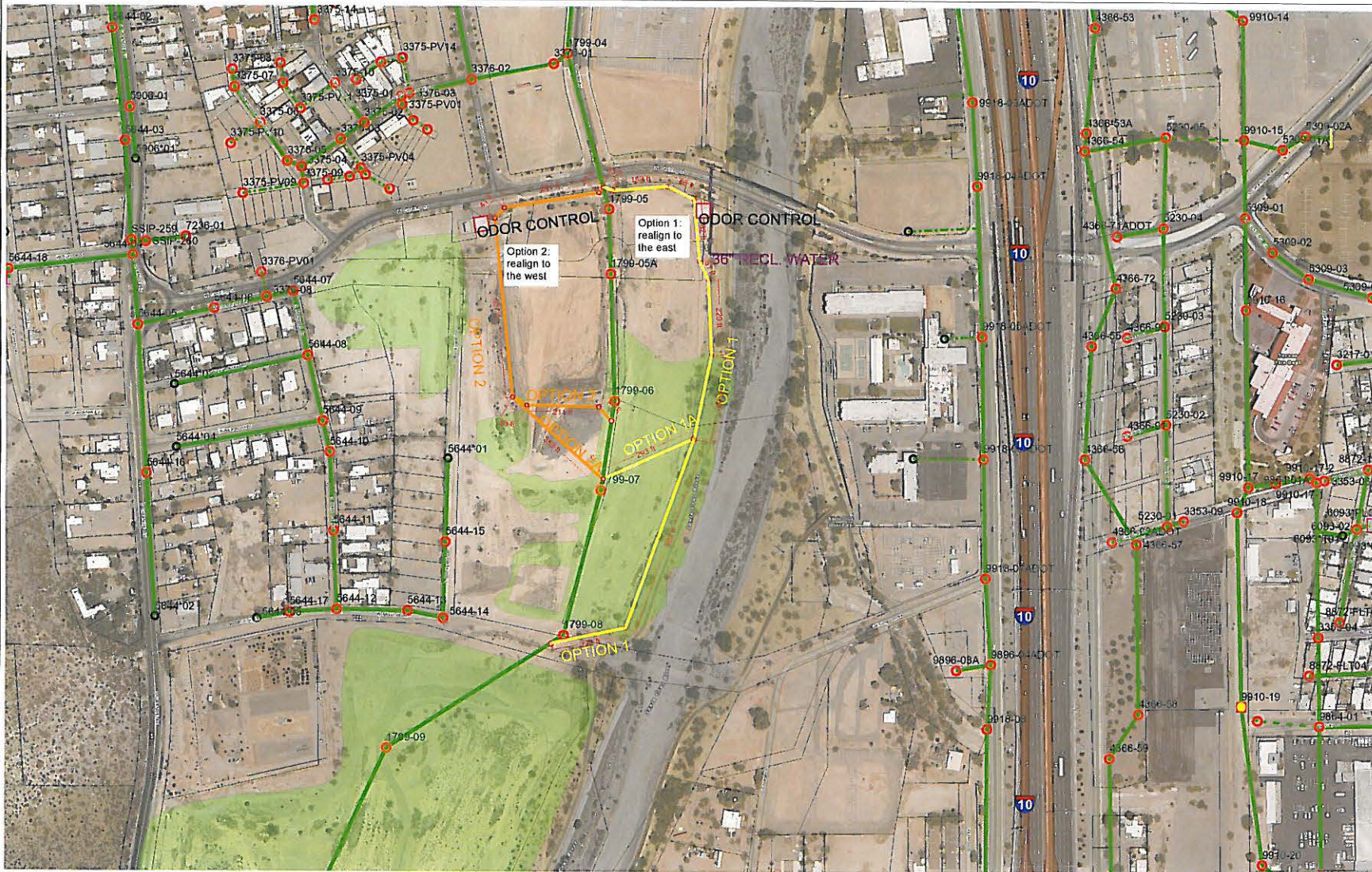
Craig Cannizzaro, P.E.
Senior Project Manager

CXC:dm

Attachments: Alignment of Proposed Options
QCL Budget
Fee Schedule

cc: Mark F. Taylor, P.E., WestLand

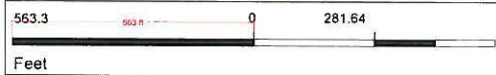
Proposed Options with Landfill Map for Anticipated Caterpillar Mining & Technology Division Tucson Office on the South Side of Cushing St.



Legend

- Parcels
- Landfills - Tucson and Pima Co
 - Closed
 - Closed (Open-inlet only)
 - Open
- Sanitary Sewer Structures
 - Rectangular Manhole
 - Siphon
 - Circular Manhole
 - Cleanout
 - Plug
 - Stub
 - Tee
 - Weir
 - Currently operated by Marana
 - Unclassified Structure
- Sanitary Sewer Pipes
 - Unclassified Pipes
 - Public Pipes
 - Private Pipes
 - Abandoned Pipes
 - Option 1 - The Loop with Alternate Reach A
 - Option 2 - Ave. De Convento with Alternate Reach A
 - Approximate Location of 36" Reclaimed Water Main
 - Approximate Location of Odor Control Units

Notes: 2 Options Represented with Alternative Connection Reaches.



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.

Project Name Caterpillar Sewer Relocation
 Task Preliminary Alignment Study
 Client
 Project Manager
 Task Manager
 Code 2013

Sub Task ID

- 1 Technical Design Memorandum
- 2 Preliminary Sewer Alignment
- 3 Odor Control
- 4 PMP Requirements
- 5 OPCC
- 6 PM and Meetings
- 7

| Staff Type | Hourly Rate | Total Hours | Total Billing | Hours and Costs By Task | | | | | | |
|---|-------------|-------------|-----------------|-------------------------|-----------------|----------------|----------------|----------------|----------------|------------|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Principal Consultant-G13 | \$166.00 | 14 | \$2,324 | 2 | 4 | 2 | | | | |
| Engin-Sr Proj Eng Sr PM-G17 | \$166.00 | 88 | \$14,608 | 8 | 20 | 8 | 8 | 4 | 40 | |
| Engin-Project Engineer-G13 | \$114.00 | 0 | \$0 | | | | | | | |
| Engin-Project Engineer-G12 | \$103.00 | 110 | \$11,330 | 24 | 30 | 12 | 20 | 8 | 16 | |
| Design-Civil Designer-G13 | \$114.00 | 4 | \$456 | | | | | | | |
| Design-Civil Designer-G11 | \$94.00 | 80 | \$7,520 | 4 | 40 | 24 | 12 | | | |
| Admin-Tech Editr Admin Asst-G09 | \$77.00 | 16 | \$1,232 | 4 | | | | 4 | 8 | |
| Const-Const Inspector-G15 | \$126.00 | 8 | \$1,008 | | 2 | | | 6 | | |
| Engin-Engineering Tech-G09 | \$77.00 | 12 | \$924 | 12 | | | | | | |
| Engin-Engineering Tech-G03 | \$43.00 | 0 | \$0 | | | | | | | |
| Accounting-G09 | \$77.00 | 0 | \$0 | | | | | | | |
| Engin-Project Engineer-G13 | \$114.00 | 4 | \$456 | | | | 4 | | | |
| | \$0.00 | 0 | \$0 | | | | | | | |
| | \$0.00 | 0 | \$0 | | | | | | | |
| | \$0.00 | 0 | \$0 | | | | | | | |
| TOTAL COST - LABOR | | 336 | \$39,858 | \$5,740 | \$11,542 | \$5,152 | \$4,972 | \$2,552 | \$9,900 | \$0 |
| Direct Expenses | | | | | | | | | | |
| Item | \$/Unit | Unit | | | | | | | | |
| Printer Copier - Black & White 8.5 x 11 | \$0.06 | copy | 56 | 100 | | | | | | |
| Printer Copier - Black & White 11 x 17 | \$0.13 | copy | \$0 | | | | | | | |
| Printer Copier - Colored 8.5 x 11 | \$0.81 | copy | \$0 | | | | | | | |
| Printer Copier - Colored 11 x 17 | \$1.62 | copy | \$32 | | | | 20 | | | |
| Printer Copier - Photo Quality (photo paper) 8.5 x 11 | \$3.90 | copy | \$0 | | | | | | | |
| Printer Copier - Photo Quality (photo paper) 11 x 17 | \$7.79 | copy | \$0 | | | | | | | |
| Plotter - Black & White 24 x 36 | \$0.60 | sheet | \$36 | | 40 | 20 | | | | |
| Plotter - Lane Color 24 x 36 | \$12.00 | sheet | \$0 | | | | | | | |
| Plotter - Full Color 24 x 36 | \$24.00 | sheet | \$0 | | | | | | | |
| Plotter - Photo Quality 24 x 36 | \$36.00 | sheet | \$0 | | | | | | | |
| Plotter - Full Color 36 x 48 | \$48.00 | sheet | \$0 | | | | | | | |
| Direct Expense Subtotal | | | \$74 | \$6 | \$24 | \$12 | \$32 | \$0 | \$0 | \$0 |
| G & A Fee | 0.15 | | \$11 | \$1 | \$4 | \$2 | \$5 | \$0 | \$0 | \$0 |
| TOTAL COST - DIRECT EXPENSES | | | \$86 | \$7 | \$28 | \$14 | \$37 | \$0 | \$0 | \$0 |
| Subcontract | | | | | | | | | | |
| Sub 1 | | | \$0 | | | | | | | |
| Sub 2 | | | \$0 | | | | | | | |
| Sub 3 | | | \$0 | | | | | | | |
| Subcontract Subtotal | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| G & A Fee | 0.15 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL COST - SUBCONTRACT | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL COSTS | | | \$39,944 | \$5,747 | \$11,570 | \$5,166 | \$5,009 | \$2,552 | \$9,900 | \$0 |



WestLand Resources, Inc.
Engineering and Environmental Consultants

CONFIDENTIAL

Proposed disciplines, corresponding base hourly rates, and fully burdened hourly rates: G & A Rate = 49.8% ; Overhead Rate = 110.10% ; Profit Rate = 10%. Rates are rounded to the nearest dollar.

| Grade | Discipline | Direct Hourly Rate | G & A ¹ | Overhead ² | Profit | Fully Burdened Hourly Rate |
|-------|--|--------------------|--------------------|-----------------------|---------|----------------------------|
| G17 | Sr Environ. Spec. / Sr Landscape / Prin Consultant | \$58.00 | \$28.88 | \$63.80 | \$15.07 | \$166.00 |
| G16 | Sr Environ. Spec. / Sr Landscape / Designer | \$52.50 | \$26.15 | \$57.75 | \$13.64 | \$150.00 |
| G15 | Sr Environ. Spec. / Sr Landscape / Designer | \$48.00 | \$23.90 | \$52.80 | \$12.47 | \$137.00 |
| G14 | Sr Environ. Spec. / Sr Landscape / Designer | \$44.00 | \$21.91 | \$48.40 | \$11.43 | \$126.00 |
| G13 | GIS/Cart./Sr Environ. Spec /Sr Landscape | \$40.00 | \$19.92 | \$44.00 | \$10.39 | \$114.00 |
| G12 | GIS/Cart./Sr Environ. Spec /Land. Arch. | \$36.00 | \$17.93 | \$39.60 | \$9.35 | \$103.00 |
| G11 | Scientist / Landscape Arch. / GIS/Cart. | \$33.00 | \$16.43 | \$36.30 | \$8.57 | \$94.00 |
| G10 | Scientist / Landscape Arch. / GIS/Cart. / Survey | \$30.00 | \$14.94 | \$33.00 | \$7.79 | \$86.00 |
| G9 | Scientist / Landscape Arch. / GIS/Cart. | \$27.00 | \$13.45 | \$29.70 | \$7.01 | \$77.00 |
| G8 | Scientist / Landscape Design / GIS/Cart. | \$24.50 | \$12.20 | \$26.95 | \$6.37 | \$70.00 |
| G7 | Scientist / Landscape Design / Drafter / Admin. | \$22.00 | \$10.96 | \$24.20 | \$5.72 | \$63.00 |
| G6 | Environ. Tech / Drafter / Admin, Assist. / Survey | \$20.00 | \$9.96 | \$22.00 | \$5.20 | \$57.00 |
| G5 | Environ. Tech / Drafter / Admin, Assist. | \$18.00 | \$8.96 | \$19.80 | \$4.68 | \$51.00 |
| G4 | Environ. Tech / Drafter / Admin, Assist. | \$16.50 | \$8.22 | \$18.15 | \$4.29 | \$47.00 |
| G3 | Environ. Tech / Drafter / Admin, Assist. | \$15.00 | \$7.47 | \$16.50 | \$3.90 | \$43.00 |
| G2 | Environ. Tech / Drafter / Admin, Assist. | \$13.50 | \$6.72 | \$14.85 | \$3.51 | \$39.00 |

WESTLAND RATES