



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/06/24

*\* = Mandatory, information must be provided*

or Procurement Director Award: ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Psomas Inc. (Headquarters: Tucson, AZ)

**\*Project Title/Description:**

Engineering Design Services: Santa Cruz Cortaro Narrows Training Structure (SSCNTS)

**\*Purpose:**

Award: Contract No. CT-FC-24-293. This award of contract is to provide Engineering Design Services for the Santa Cruz Cortaro Narrows Training Structures (SSCNTS) project in a not-to-exceed amount of \$436,572.62 for an initial one year contract term from 02/06/24 to 02/05/25, which may be extended for up to four (4) additional one-year terms.

Administering Department: Regional Flood Control District.

**\*Procurement Method:**

Pursuant to Direct Selection authority of A.R.S. § 34-103, award for Requisition No. 508914 is recommended to the above-named Consultant which has accepted the terms of the County's standard contract with which the District has negotiated a satisfactory agreement.

Attachments: Direct Select Memorandum and Consultant Services Contract.

**\*Program Goals/Predicted Outcomes:**

The goal of this project is to provide design services for Santa Cruz River Cortaro Narrows Training Structures, within the Cortaro Narrows Reach upstream and downstream of the Twin Peaks Road Bridge.

**\*Public Benefit:**

The project will involve significant amounts of channel grading to reestablish the channel flowline away from the existing bank protection to benefit the public. The District will also develop a public involvement plan which is to include two public meetings open to all interested parties as well as small group stakeholder meetings as deemed necessary by the District PM.

**\*Metrics Available to Measure Performance:**

Performance will be measured using the consultant evaluation process as outline in BOS Policy D29.1 (E).

**\*Retroactive:**

No.

**THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED**

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 24-293  
 Commencement Date: 02/06/24 Termination Date: 02/05/25 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 436,572.62 \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required: Flood Control Non-Bond Projects**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_  
 Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No  
 If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_  
 Were insurance or indemnity clauses modified? ☒ Yes ☐ No  
 If Yes, attach Risk's approval.  
 Vendor is using a Social Security Number? ☐ Yes ☒ No  
 If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease  
 Amount This Amendment: \$ \_\_\_\_\_  
 Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_  
**\*Funding Source(s) required:** \_\_\_\_\_  
 Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

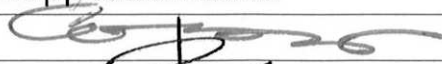
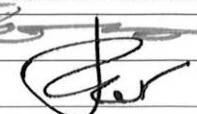
☒ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_  
**\*All Funding Source(s) required:** \_\_\_\_\_  
**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_  
**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_  
**\*Funding Source:** \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Procurement Officer: Linda Harper Digitally signed by Linda Harper  
Date: 2024.01.11 15:48:01 -07'00' Division Manager: Scott Loomis Digitally signed by Scott Loomis  
Date: 2024.01.11 18:00:25 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer  
Date: 2024.01.17 08:18:38 -07'00' Telephone: 520-724-3542

Department Director Signature: Eric Shepp Digitally signed by Eric Shepp  
Date: 2024.01.17 12:54:26 -07'00' Date: \_\_\_\_\_  
 Deputy County Administrator Signature:  Date: 1/17/2024  
 County Administrator Signature:  Date: 1/18/2024

**DATE:** December 6, 2023

**TO:** Terri Spencer, Director  
Procurement Department

**FROM:** Eric Shepp, P.E.  
Director



**SUBJECT: Santa Cruz Cortaro Narrows Training Structures Engineering Design Documents – Direct Selection Request**

Pursuant to Board of Supervisors Policy D29.1 and A.R.S. 34-103, the Regional Flood Control District (District) is requesting approval to select Psomas, Inc. to provide engineering design services for the Santa Cruz Cortaro Narrows Training Structures project (Project).

#### **BACKGROUND**

The District has completed an Implementation Plan outlining design and construction risks and opportunities for the Project. The Project will construct a series of grade control structures upstream and downstream of Twin Peaks Road on the Santa Cruz River. This reach of the river contains perennial effluent flow and is home to the Gila Topminnow. The Project will involve significant amounts of channel grading to reestablish the channel flowline away from the existing bank protection. Channel aggradation and degradation will be addressed as will invasive species removal and riparian habitat restoration.

Psomas is the engineering firm with the most experience with soil cement design and construction. Construction will be done through a Construction Manager at Risk (CMAR). Psomas has significant experience with this alternative design delivery method. They have successfully completed the project Implementation Plan through a Qualified Consultant List (QCL) Delivery Order.

The benefit of using the Direct Select method for contracting Psomas is that it provides an opportunity to take advantage of not only their extensive experience with soil cement design and construction but also their experience with CMAR project delivery.

Funding for the contract will be through the Flood Control District Tax Levy funding set aside for the Santa Cruz Cortaro Narrow Training Structures FC-5SCNTS.

#### **REQUESTED ACTION**

The District requests Psomas to be selected for engineering design services for the Santa Cruz Cortaro Narrows Training Structures with a not to exceed amount of \$429,199.27 for a contract term of one (1) year. The District would like to include Extension Options of up to (4) additional periods of one (1) year each.

If you have any questions, please call me at 520-724-4680.

ES/tj

Attachments

c: Carmine DeBonis, Deputy County Administrator – Public Works  
Terri Spencer, Procurement Director  
Brian Jones, Deputy Directory – Regional Flood Control District

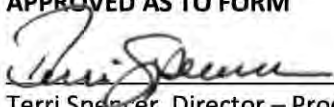
Terri Spencer, Director – Procurement Director

**Santa Cruz Cortaro Narrows Training Structures Engineering Design Documents – Direct Selection Request**

December 6, 2023

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**APPROVED AS TO FORM**



Terri Spencer, Director – Procurement Department

12/6/2023

Date

## PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

**PROJECT:** Engineering Design Services  
Santa Cruz Cortaro Narrows Training Structure (5SCNTS)

**CONSULTANT:** Psomas, Inc.  
333 E Wetmore Rd, Ste 450  
Tucson, AZ 85705

**CONTRACT NO.:** CT-FC-24-293

**AMOUNT:** \$436,572.62

**FUNDING:** Flood Control Non-Bond Projects

### CONSULTANT SERVICES CONTRACT

#### 1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County Regional Flood Control District, a special taxing District under A.R.S. Title 48, hereinafter called District, and Psomas, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Purpose. District requires the services of a Consultant registered in the State of Arizona and qualified to provide Engineering Design Services for the Santa Cruz Cortaro Narrows Training Structure. ("Project").
- 1.3. Authority. Consultant has extensive experience with soil cement design and construction and experience with CMAR project delivery. Consultant was determined under the direct select provisions of A.R.S. § 34-103 to be the best source for said work.

#### 2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Directors, commences on 02/06/2024, and terminates on 02/05/2025, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. District has the option to extend the contract termination date up to four (4) additional one-year terms for purposes of project completion with the Board of Director's or the Procurement Director's approval pursuant to Board of Supervisor Policy D29.4.

#### 3. Scope of Services.

Consultant agrees to provide Engineering Design services for District as described in Exhibit A – Scope of Work (10 pages), an attachment to this contract. Amendments and changes to the Scope must be approved by the Board of Directors or the Procurement Director before the work under the amendment commences.

#### 4. Compensation and Payment.

- 4.1. Rates. District will pay Consultant Not-to-Exceed \$436,572.62.
- 4.2. Fee Proposal. Consultant's fees will be as stated in Exhibit B – Consultant Fee Proposal (40 Pages), attached to this Contract.

- 4.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. District may consider adjustments to rates in connection with any extensions of the contract term.
- 4.4. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 4.5. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 4.6. Invoice Adjustments. For the period of record retention required under Article 22, District reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 4.7. Additional Services. Consultant will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant's own risk.
5. **Insurance**. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. District in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that arise out of the performance of the work under this Contract.
- 5.1. Ratings. Consultant's insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- 5.2. Insurance Coverages and Limits.
- 5.2.1. Minimum Scope and Limits of Insurance: Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.
- 5.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
- 5.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 5.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.
- Note: The Workers' Compensation requirement will not apply to a Consultant that is exempt under A.R.S. § 23-901, and when such Consultant executes the appropriate District Sole Proprietor or Independent Consultant waiver form.
- 5.2.1.4. Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than

\$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

- 5.2.1.5. Claims-Made Coverage. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of three years beginning at the time work under this Contract is completed.

5.3. Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- 5.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies will each be endorsed to include District, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.
- 5.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of District, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Consultant.
- 5.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded Consultant will be primary and that any insurance carried by the Department, its agents, officials, employees or District will be excess and not contributory insurance.
- 5.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Contract.

5.4. Notice of Cancellation:

Each required Insurance Policy must provide, and certificates specify, District will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payments of a premium. Notice shall include the District project or contract number and project description.

5.5. Verification of Coverage:

Consultant will furnish District with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 5.5.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by District before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 5.5.2. All certificates required by this Contract will be sent directly to the Department. District project or contract number and project description will be noted on the certificate of insurance. District reserves the right to require complete copies of all insurance policies required by this Contract at any time.



5.6. Approval and Modifications:

The District's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the District's failure to obtain a required insurance certificate or endorsement, the District's failure to object to a non-complying insurance certificate or endorsement, nor the District's receipt of any other information from the Consultant, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. **Indemnification.**

- 6.1. To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless District and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants but only to the extent caused by negligence, recklessness, or intentional wrongful conduct of Consultant. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
- 6.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise.
- 6.3. Upon request, Consultant may fully indemnify and hold harmless any private property owner granting a right of entry to Consultant for the purpose of completing the project. The obligations under this Article do not extend to the negligence of District or their agents, employees or indemnities.

7. **Laws and Regulations.**

- 7.1. Compliance with Laws. Consultant will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.
- 7.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.
- 7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.

8. **Status of Consultant.** Consultant is an independent Consultant. Neither Consultant, nor any of Consultant's officers, agents or employees will be considered an employee of District for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the District's Merit System. Consultant is responsible for paying all federal, state and local taxes on the compensation received by Consultant under this Contract and will indemnify and hold District harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

9. **Consultant's Performance.**

- 9.1. Performance. Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional personnel to



perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel District relied upon in making this contract, Consultant will obtain District's approval.

- 9.2. **Responsibility.** Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the

services performed by or for Consultant under this Contract, regardless of District having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to District.

10. **Non-Waiver.** The failure of District to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
11. **Subconsultant.** Consultant will be fully responsible for all acts and omissions of its Subconsultant and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of District to pay any Subconsultant, except as may be required by law.
12. **Non-Assignment.** Consultant will not assign its rights or obligations under this Contract in whole or in part, without prior written approval of District. District may withhold approval at its sole discretion.
13. **Non-Discrimination.** Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subconsultants. During the performance of this Contract, Consultant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
14. **Americans with Disabilities Act.** Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
15. **Cancellation for 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 into this Contract by reference.
16. **Termination of Contract for Default.**
- 16.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from District of the default, District may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, District may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the District resulting from Consultant's default, including any increased costs incurred by District in completing the work.
- 16.2. **Default Events.** The following constitutes an event of default:
- 16.2.1. Abandonment of or failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;

- 16.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
  - 16.2.3. Failure to provide competent supervision at the site;
  - 16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient material;
  - 16.2.5. Failure to make prompt payment to Subconsultants or suppliers for material or labor;
  - 16.2.6. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Consultant's performance of this Contract;
  - 16.2.7. Disregard of laws, ordinances, or the instructions of District or its representatives, or any otherwise substantial violation of any provision of the contract;
  - 16.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Consultant, or Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- 16.3. Termination. In the event of a termination for default:
- 16.3.1. All finished and unfinished as-builts, drawings, specifications, documents, data, studies, surveys, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become District's property and will be delivered to District not later than five business days after the effective date of the termination;
  - 16.3.2. District may withhold payments to Consultant arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due District from Consultant is determined; and
  - 16.3.3. Subject to the immediately preceding subparagraph 16.3.2, District's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which District has not previously made payment.
- 16.4. Non-Termination. District will not terminate the Contract for default or charge Consultant with damages under this Article if:
- 16.4.1. Except for subparagraph 16.2.8 in subsection 16.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include:
    - 16.4.1.1. Acts of God or of the public enemy,
    - 16.4.1.2. Acts of District in either its sovereign or contractual capacity,
    - 16.4.1.3. Acts of another Contractor in the performance of a contract with District,
    - 16.4.1.4. Fires,
    - 16.4.1.5. Floods,
    - 16.4.1.6. Epidemics,
    - 16.4.1.7. Quarantine restrictions,

- 16.4.1.8. Strikes,
- 16.4.1.9. Freight embargoes,
- 16.4.1.10. Unusually severe weather, or
- 16.4.1.11. Delays of subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the subconsultant(s); and

16.4.2 Consultant, within seven days from the beginning of any event of default or delay (unless extended by District), notifies District in writing of the cause(s) therefor. In this circumstance, District will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of District, the findings warrant such action, District may extend the time for completing the work.

16.5. Receipt of Notice. For the purposes of subsection 16.1 above, "receipt of notice" includes receipt by hand by Consultant's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

16.6. Excusable. If, after termination of the Contract for default, District determines that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if District had terminated the Contract for convenience, as set forth in Article 17.

16.7. Rights and Remedies. The rights and remedies of District in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

17. **Termination for Convenience of District.** District may terminate this Contract at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the District, become its property. If District terminates the Contract as provided herein, District will pay Consultant an amount based on the time and expenses incurred by Consultant prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

18. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Directors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, District will have no further obligation to Consultant, other than payment for services rendered prior to termination.

19. **Notices.** Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

DISTRICT:  
Eric Shepp, Director  
Regional Flood Control District  
201 N Stone Street  
9<sup>th</sup> Floor  
Tucson, AZ 85701  
520-724-3542

CONSULTANT:  
Chelsi Remme, PE  
Psomas, Inc.  
333 E. Wetmore Road  
Suite 450  
Tucson, AZ 85705  
520-292-2300

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

21. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Article 25 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
22. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
23. **Books and Records.**
- 23.1. Maintenance. Consultant will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of District.
- 23.2. Retention. Consultant will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to District for retention.
24. **Delays.** Neither party will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
25. **Disputes.**
- 25.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Contract or the parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Regional Flood Control District and Consultant's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.
- 25.2. Performance. The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.
26. **Ownership of Documents.** Ownership of all original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by Consultant under this contract vests in and become the property of District and shall be delivered to District upon completion or termination of the services, but Consultant may retain and use copies thereof. District agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the Consultant.
27. **Public Records.**
- 27.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Consultant in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- 27.2. Records Marked Confidential.
- 27.2.1. Any information submitted related to this Contract that Consultant believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as Confidential prior to submittal to District and be accompanied by an index

specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

- 27.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., District will release records marked Confidential 10 business days after the date of notice to the Consultant of the request for release, unless Consultant has, within the 10 day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. District will notify Consultant of any request for such release on the same day of the request for public release or as soon thereafter as practicable. District is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is District in any way financially responsible for any costs associated with securing such an order.

## **28. Legal Arizona Workers Act Compliance.**

- 28.1. Compliance with Immigration Laws. Consultant warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant will further ensure that each Subconsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.
- 28.2. Books & Records. District has the right at any time to inspect the books and records of Consultant and any Subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.
- 28.3. Remedies for Breach of Warranty. Any breach of Consultant's or any Subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a Subconsultant, and the subcontract is suspended or terminated as a result, Consultant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subconsultant, (subject to District approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.
- 28.4. **Subconsultants.** Consultant will advise each Subconsultant of District's rights, and the Subconsultant's obligations, under this Article by including a provision in each subcontract substantially in the following form:
- "Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant's employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that District may inspect the Subconsultant's books and records to insure that Subconsultant is in compliance with these requirements. Any breach of this paragraph by Subconsultant is a material breach of this contract subjecting Subconsultant to penalties up to and including suspension or termination of this contract."
- 28.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.
29. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Consultant engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Consultant certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any consultants, subconsultants or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the District within five business days and provide a written certification to District regarding compliance within one hundred eighty days.
31. **Amendment.** Except for the amendment provision above in Article 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
32. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
33. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

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Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY REGIONAL FLOOD CONTROL  
DISTRICT:

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

\_\_\_\_\_  
Date

CONSULTANT:

  
\_\_\_\_\_  
Signature

Alejandro Angel, Vice President  
\_\_\_\_\_  
Name and Title (Please Print)

01/18/2024  
\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorney's Office.



## **Exhibit A – Scope of Work (10 pages)**

**PIMA COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**  
201 N Stone Ave, 7<sup>th</sup> Floor  
TUCSON, ARIZONA 85701

**Eric Shepp, P.E.  
DIRECTOR**

**Phone (520) 724-4600  
Fax (520) 724-4621**

December 1, 2023

### **SCOPE OF WORK:**

**PROJECT NAME:** Design Engineering Services for Santa Cruz Cortaro Narrows Training Structures

**PROJECT NUMBER:** 5SCNTS

### **PROJECT OVERVIEW**

Pima County Regional Flood Control District (District) desires to finalize the design of the Santa Cruz River Cortaro Narrows Training Structures which recommended construction of grade control within the Cortaro Narrows Reach upstream and downstream of the Twin Peaks Road Bridge. The grade control structures will be designed to train the low flow effluent channel away from the base of the existing low flow soil cement bank protection, which will protect the toe down, and stabilize the channel invert while incorporating stream restoration, revegetation and invasive plant removal. The 30% Concept Plans and Implementation Plan were completed by Psomas and will be utilized moving forward, which were based on Alternative 6 from the Santa Cruz River as part of the Santa Cruz River Management Plan (5SCLIV).

### **SCOPE OF WORK**

The scope of work described herein covers work to be completed by Psomas as well as a summary of work for all subconsultants associated with this project. The original detailed Scope of Services and fee breakdown provided by each subconsultant are provided as Attachments to this document.

#### **General Assumptions:**

- The level of effort for each phase and work task is limited to the amount of labor and expenses identified in a Project Budget spreadsheet. Costs are itemized to aid in project tracking purposes only. The budget may be transferred between tasks, provided the total contracted amount is not exceeded. Additional services beyond these limits will be considered Extra Work.
- The duration of the project design is anticipated to be no longer than 12 months from notice-to-proceed. The Consultant is responsible for meeting deadlines for their and their subconsultants' tasks only.
- Originals of all project deliverables will be delivered to the District Project Manager (PM).
- Meeting summaries will be distributed electronically. Hard copies will not be provided.
- Unless specified within individual tasks, a PDF copy of each report will be submitted to the District. At the completion of the project, appropriate digital files and CAD files shall be provided to the District.
- In conjunction with the "over-the-shoulder" review process, written comments will be prepared by

the District after each submittal and provided to the Consultant. The Consultant shall provide a written response to each comment and include the comments and responses with the next specified submittal.

- The design will be generally consistent with the concept provided in the approved Implementation Plan and Floodplain Impacts Memo.
- The Consultant should strive to provide a design that can be constructed within the designated construction budget for the project.
- The design must address, through avoidance and/or mitigation, all applicable requirements related to cultural resources.
- The Consultant must address the requirements associated with the project's individual Section 404 Permit and other applicable environmental regulations.
- The Consultant shall coordinate with the Construction Manager At Risk (CMAR) contractor throughout the project including review of the Guaranteed Maximum Price (GMP) and addressing CMAR comments on the plan submittals.
- The Consultant will develop landscape plans that:
  - Meet the general intent of Pima County's *Regulated Riparian Habitat Mitigation Standards and Implementation Guidelines*. The proposed planting schemes will compensate for unavoidable losses to riparian habitat to the extent feasible. The preparation of a separate Pima County Mitigation Plan is not included in the scope of this project.
  - Meet the general intent of the Pima County (and City of Tucson) Native Plant Preservation Ordinances (and related ordinances and/or development standards) relative to preservation of native plant specimens in-place when feasible. However, the preparation of a Native Plant Preservation Plan (NPPP), per the subject ordinances, is not included in the scope of this project. The project documents will not obligate the County to salvage native plant specimens.

## **TASK 1.0 PROJECT COORDINATION**

### **TASK 1.1 MEETINGS, COMMUNICATION AND COORDINATION**

Consultant shall provide coordination per instruction of the District PM between the District, CMAR, subconsultants, and other entities. These include, but are not limited to, Town of Marana, Office of Sustainability and Conservation, and potentially impacted utilities. Subconsultants shall confer with the District PM and the Consultant, prior to contacting Federal/Regulatory agencies, to assure that any conditions or negotiations have prior approval. An assumption of the type and number of project meetings is provided in Table 1 below, and is based on duration of 12 months.

Prior to commencing design, the Consultant, CMAR and project team shall prepare for and attend a field meeting to walk the entire project area and discuss site specifics with District staff. The Consultant shall prepare written notes to summarize field discussions. An additional field meeting will occur with District staff after the 95% submittal to address any design issues requiring field observations and to verify suitable material borrow areas.

**TABLE 1**  
**SUMMARY OF PROJECT MEETINGS**

<b>Type of Meeting</b>	<b>Total Number of Meetings</b>
Kick-off Meeting	1
Field Meeting	2
Stakeholder /Progress Meeting	12
Public Meeting	2
Consultant/CMAR Team Meetings	6
Comment Review Meetings	3
Army Corps of Engineers Pre-Application	1
Utility Coordination Meeting	3

### **TASK 1.2 PROJECT SCHEDULE**

The Consultant shall create a schedule in Microsoft Project for design activities within 15 days of the kick-off meeting and shall update the schedule throughout the project as necessary and, as a minimum, at major milestones. Revised schedules shall be distributed to the District PM and other stakeholders as appropriate.

### **TASK 1.3 PUBLIC PARTICIPATION**

The District shall develop a public involvement plan which is to include two public meetings open to all interested parties as well as small group stakeholder meetings as deemed necessary by the District PM. The public meetings will present the 30% plans and prior to finalization of the 95% plans. Kaneen Communications shall coordinate with the Consultant and District to assist in public participation.

The District shall perform the following subtasks:

- Coordinate meeting dates, times, locations and set-up.
- Provide meeting facilities and insurance, if required.
- Provide reproduction and distribution of public notice of meetings including mailing list, handling and postage for mailing.
- Reproduce and mail surveys.
- Host web based version of questionnaire
- Prepare ad announcement and place in the Arizona Daily Star.
- Prepare and post a public notice on project website.
- Prepare and distribute news release to appropriate media.
- Prepare and distribute government official notification.
- Provide meeting sign-in sheets.
- Receive questionnaire results.

Kaneen Communications shall perform the following subtasks:

- Provide materials, such as agendas and fact sheets, and assist with two public/neighborhood meetings with graphics for displays.
- Assist the District in preparing questionnaire content for public meetings.
- Compile and distribute questionnaire results.
- Prepare and distribute meeting summaries.
- Assist the District with responses to questions and comments from the public, under the direction of Pima County Community Relations Office members.

## **TASK 1.4 MISCELLANEOUS PROJECT GRAPHICS**

The Consultant shall coordinate with Kaneen and the District to provide miscellaneous graphics related to project development, as needed, in support of project meetings, internal District coordination, stakeholder coordination, property and easement acquisition negotiations, and for other reasons as requested by the District. The detailed scope of work and fee breakdown for Kaneen Communication's effort is included as Attachment A.

### **TASK 1.0 DELIVERABLES:**

- Detailed project schedule (updated as needed)
- Summary of notes from onsite field meetings
- Public meeting materials
- Miscellaneous project graphics (as needed)

## **TASK 2.0 SURVEY, MAPPING AND RIGHT-OF-WAY**

### **TASK 2.1 FIELD SURVEY**

Psomas will provide field and as-built data collection which focus on features where the aerial topography cannot be used or is not of sufficient resolution for design purposes. Particular attention will be given to approximately 7000 linear feet of existing bank protection, approximately eight (8) pathway tie-in points, bridges, walls, fences, and additional site features relevant to design and construction. Overhead utility line heights will be determined where clearance may be an issue.

### **TASK 2.2 LEGAL DESCRIPTIONS**

Psomas shall prepare up to eight (8) legal descriptions, with sketches of parcels, to assist in securing the property acquisitions and easements required for the project. The District's PM shall submit the legal descriptions to Pima County Survey for review and comment. Psomas shall address any comments provided by Pima County Survey and provide revised legal descriptions accordingly.

### **TASK 2.3 ESTABLISHMENT OF PERMANENT BENCHMARKS**

Permanent benchmarks shall be established onsite to aid in the transition of design to project construction. Psomas shall recommend locations and submit them to Pima County Survey for their approval (with reference to Pima County Roadway Design Manual Chapter 3.10 "Vertical Control and Benchmarks"). Where available, Psomas shall utilize existing permanent monuments found during the pre-design survey near the areas in question.

### **TASK 2.0 DELIVERABLES**

- Up to 8 legal descriptions for property takes, permanent easements and temporary construction easements
- Exhibit map or drawing showing the location, elevation and nature of project benchmarks established. The levelling field notes will also be provided.

## **TASK 3.0 HYDROLOGY AND HYDRAULICS**

### **TASK 3.1 FINAL DRAINAGE ANALYSES**

The Consultant shall refine and finalize the hydraulic analysis provided in the approved Implementation Plan to reflect the actual project design. The Consultant shall prepare a Technical Memorandum which provides the calculations and back-up data for the final drainage analysis.

### **TASK 3.0 DELIVERABLES**

- Technical Memorandum - Final Drainage Analysis

### **TASK 4.0 FEMA COMPLIANCE**

The Consultant shall ensure compliance with relevant FEMA and District regulation related to project related impacts to federally designated floodplains within the project area. Psomas shall be responsible for completion of a Conditional Letter on Map Revision (CLOMR) for the project if required as described below.

#### **TASK 4.1 CLOMR PREPARATION**

The Consultant shall be responsible for preparing and submitting the required a Conditional Letter on Map Revision (CLOMR) package for this project to FEMA for review and approval utilizing the hydraulic modeling completed in Task 3.1. The Consultant shall address any comments from FEMA regarding the submittal. A CLOMR is required if the recommended improvements result in a one (1) foot rise in the FEMA adopted 100-year Base Flood Elevations within the floodplain or, a one hundredth (0.01) foot rise water surface elevation occurs in the floodway. Compliance to all Federal, State and local standard procedures, guidelines, specifications and technical data shall be required in developing the CLOMR package. Approval of the CLOMR by FEMA is needed prior to construction. The District shall pay the cost of the CLOMR (\$8,000-electronic submittal).

### **TASK 4.0 DELIVERABLES**

- CLOMR Application Package

### **TASK 5.0 ECOSYSTEM ASSESSMENT AND PROTECTION**

The Consultant shall coordinate with a subconsultant to support development of an regulatory ecosystem preservation plan that shall be incorporated into the Implementation Plan. The detailed scope of work and fee breakdown for WestLand's effort is included as Attachment B.

#### **TASK 5.1 PROJECT IMPLEMENTATION PLAN UPDATE SUPPORT FOR REGULATORY ECOSYSTEM PRESERVATION**

WestLand will provide review and support regarding regulatory ecosystem preservation to be added into the Implementation Plan (Plan). WestLand will support updating the Plan to include:

- Reviewing recommendations provided by the Office of Sustainability & Conservation (OSC) for Gila topminnow habitat enhancement/restoration and reintroduction into the new low flow channel created along a portion of the Santa Cruz River.
- Providing construction scheduling recommendations (e.g., seasonal restrictions on clearing during bird breeding periods) that could be implemented for the purpose of protecting wildlife.

WestLand will provide this information for incorporation into the Plan to be submitted concurrent with the 50% construction plans and the final version with the 95% plans. It is anticipated that the ecosystem preservation recommendations will be incorporated by Psomas into Section 3 of the updated Plan.

#### **TASK 5.2 CONSTRUCTION DOCUMENT REVIEW AND INPUT**

WestLand's project ecosystem preservation specialist will review comments in support of preparation of the construction documents, including bank protection plans, landscape plans, plant and seed palettes, and special provisions in coordination with the design team and the landscape architect.

### **TASK 5.3 BIOLOGICAL EVALUATION**

A Biological Evaluation (BE) will be prepared to determine the potential for occurrence of special status species and to evaluate potential effects of the proposed project on those species and their habitat. As warranted, mitigation measures will be recommended to reduce or eliminate effects on special status species or their habitat. For the purpose of this BE, special-status species are defined as species designated by the U.S. Fish and Wildlife Service (USFWS) as Endangered, Threatened or Proposed for Listing under the Endangered Species Act (ESA). This BE will also evaluate the occurrence of designated or proposed critical habitat in or adjacent to the Project Area.

#### **TASK 5.0 DELIVERABLES**

- Draft ecosystem protection recommendations for incorporating into the Plan.
- Final ecosystem protection elements for incorporating into the Plan.
- Written plan review comments
- Biological Evaluation in electronic format.

### **TASK 6.0 GEOTECHNICAL**

Terracon shall provide the geotechnical services summarized below. The detailed scope of work and fee breakdown for the geotechnical subconsultant is provided in Attachment C.

#### **TASK 6.1 GEOTECHNICAL INVESTIGATION**

The Consultant shall coordinate with a geotechnical subconsultant to have soil quality tests performed to provide recommendations for the mix design based on available on site materials. The geotechnical subconsultant shall address issues of slope stability as is may relate to the construction of soil cement bank protection.

#### **TASK 6.0 DELIVERABLES**

- Draft Geotechnical Report
- Final Geotechnical Report

### **TASK 7.0 LANDSCAPE DESIGN**

Wilder Landscape Architects shall provide the landscape architect services summarized below. The detailed scope of work and fee breakdown for the landscape architect subconsultant is provided in Attachment C.

#### **TASK 7.1 LANDSCAPE PLANS**

Psomas will coordinate with Wilder Landscape Architects to provide base files and other project information, and to ensure that landscape deliverables meet the project scope and schedule requirements. The preparation of a separate Pima County Mitigation Plan is not included in the scope of this project.

The primary tasks for Wilder Landscape Architects include:

- Coordination with WestLand's regulatory ecosystem preservation plan for restoration of habitat for Gila topminnow into the new low flow channel
- Landscaping plans, specifications, and cost estimate
- Irrigation plans, specifications, and cost estimate
- Participation in project team meetings (7)

- Participation in public meetings (2)

The preparation of a separate Pima County Mitigation Plan and Native Plant Preservation Plan (NPPP) is not included in the scope of this project.

#### **TASK 7.0 DELIVERABLES**

- 50% Landscape & Irrigation Plans, specifications, and cost estimate
- 95% Landscape & Irrigation Plans, specifications, and cost estimate
- 100% Landscape & Irrigation Plans, specifications, and cost estimate

#### **TASK 8.0 404 PERMITTING SUPPORT**

The District will be seeking an Army Corps of Engineers (the Corps) Section 404 Clean Water Act (CWA) permit to impact Waters of the United States (WUS) for the construction and maintenance of bank stabilization measures. WestLand will assist in obtaining the individual Section 404 permit for the project. A summary of the scope of work associated with the Section 404 Permit effort is provided below. The detailed scope related to the effort is attached as Attachment B.

##### **TASK 8.1 PREPARATION OF INDIVIDUAL CLEAN WATER ACT SECTION 404 PERMIT APPLICATION**

WestLand will develop the Clean Water Act (CWA) Section 404 permitting package for the project, to be submitted to the U.S. Army Corps of Engineers (Corps) for review and approval. The permitting package will utilize the project description and design documents to demonstrate that the project qualifies for Section 404 coverage using a Nationwide Permit (NWP). WestLand anticipates developing the permit package, submitting the permit application to the Corps, and answering any questions the Corps may have regarding the project during their review of the permit. A shapefile of the PJD prepared by the District and the Corps will be provided to WestLand for use in the permit package. Following the close of the public notice comment period, WestLand will prepare, with team input and review, as appropriate, the applicant's letter of response to any comments Forwarded by the Corps.

Two meetings with the Corps are anticipated during the permitting process. WestLand, District, PSOMAS, and other team members, as appropriate, will meet with the Corps prior to submittal of the permit application to discuss the project elements and proposed mitigation for project impacts. A second meeting may be required to resolve any outstanding issues. It is assumed that the Corps will require compensatory mitigation, and that this requirement will be satisfied through payment of an in-lieu fee to a recipient approved by the Corps.

##### **TASK 8.2 SECTION 401 WATER QUALITY CERTIFICATION**

WestLand will prepare an application for Section 401 Water Quality Certification for submission to the Arizona Department of Environmental Quality (ADEQ). Water quality certification is required because the proposed project is located on an Impaired segment of the Santa Cruz River. The Section 401 submittal package includes parts of the Section 404 permit application, and therefore will be completed shortly after the relevant Section 404 application materials are completed.

#### **TASK 8.0 DELIVERABLES**

- NWP 27 (Aquatic Habitat Restoration, Enhancement, and Establishment Activities) or similar



NWP pre-construction notification package. Section 404 Permit Application: one draft and one revised draft (final)

- Individual Section 401 Water Quality Certification application package.
- Applicant's letter of response to public notice comments
- Two Memoranda documenting meetings with Corps

## **TASK 9.0 CULTURAL RESOURCES**

The objective of the District is to, as much as possible, minimize impacts to cultural resources. It is expected that the Consultant will work closely with the District PM and Pima County's Office of Cultural Resources and Historic Preservation throughout the project to minimize impacts to cultural resources and to ensure that required cultural resources compliance activities are coordinated with project design and construction. The priorities are to identify, avoid, minimize and mitigate the onsite cultural resources. Pima County's Office of Cultural Resources and Historic Preservation will contract, independently, for any additional cultural resource services needed to fulfill compliance responsibilities for this project.

## **TASK 10.0 UTILITIES COORDINATION AND DESIGN**

### **TASK 10.1 UTILITY COORDINATION**

The Consultant shall provide coordination with all utility companies, agencies, and departments with existing facilities within the project limits. Coordination shall include the distribution of plans to the subject utility companies, as-needed meetings to discuss and resolve potential conflicts, and the securing of approvals for the construction of the project. Consultant shall also coordinate approval for connection to the adjacent reclaimed water system for the project irrigation.

### **TASK 10.2 UTILITY POTHOLING**

If required by the utilities, the Consultant shall obtain the services of a qualified utility pothole contractor to verify the horizontal and vertical locations of existing utilities in the project limits which may be in conflict with proposed improvements. It has been assumed that no more than 6 potholes will be required for design.

### **TASK 10.0 DELIVERABLES**

- Utility potholing results (if necessary)

## **TASK 11.0 50% PLANS, SPECIFICATIONS, AND COST ESTIMATE**

The Consultant shall prepare 50% complete plans, draft special provisions, and an opinion of probable construction cost for the project. The documents shall reflect District final comments related to the Implementation Plan and 30% Concept Plans, incorporate pertinent changes discussed in meetings with CMAR, and shall show the project requirements for site grading, soil cement grade control structures with maintenance ramps, utilities, landscape plantings, ecosystem protection measures, irrigation systems, and other site features.

The updated option of probable construction cost shall be in Bid Schedule format with estimated quantities for items of work and with allowances for incidental items not fully detailed on the 50% plans.

The Consultant shall participate in an over-the-shoulder review conference with District staff to evaluate the 50% submittal. Upon completion of this conference, the District will provide written comments to be addressed by the Consultant in conjunction with the 95% submittal.

The Ecosystem Preservation Specialist's role under this task will be primarily advisory, providing plan review and input at designated project meetings.

#### **TASK 11.0 DELIVERABLES**

- The 50% Plans, Specifications, and Cost Estimate Submittal shall consist of:
  - Digital Project Drawings
  - Pdf of the Draft Special Provisions
  - Pdf of the Updated Cost Estimate
  - Pdf of the Earthwork Calculations

#### **TASK 12.0 95% PLANS, SPECIFICATIONS, AND COST ESTIMATE**

The Consultant shall prepare 95% complete plans, draft final special provisions, and an opinion of probable construction cost for the project. The documents shall reflect District comments related to the 50% submittal, incorporate pertinent changes discussed in meetings with CMAR, and shall show, at 95% completion, the project requirements for: site grading, soil cement grade control structures with maintenance ramps, utilities, landscape plantings, ecosystem protection measures, irrigation systems, and other site features. A draft final Stormwater Pollution Prevention Plan (SWPPP) shall also be included.

The updated option of probable construction cost shall be in Bid Schedule format with estimated quantities for items of work. All work items should be accounted for with a pay item or clearly defined as incidental to other work.

The Consultant shall participate in an over-the-shoulder review conference with District staff to evaluate the 95% submittal. Upon completion of this conference, the District will provide written comments to be addressed by the Consultant in conjunction with the 100% submittal.

The Ecosystem Preservation Specialist's role under this task will be primarily advisory, providing plan review and input at designated project meetings.

#### **TASK 12.0 DELIVERABLES**

- The 95% Plans, Specifications, and Cost Estimate Submittal shall consist of:
  - Digital Project Drawings
  - Pdf of the Draft Special Provisions
  - Pdf of the Updated Cost Estimate
  - Pdf of the Earthwork Calculations
  - Pdf of the 50% Review Comments with written responses

#### **TASK 13.0 100% PLANS, SPECIFICATIONS, COST ESTIMATE, AND PERMITTING**

The Consultant shall prepare 100% complete plans, final special provisions, and a final construction cost estimate for the project. The documents shall reflect District comments related to the 95% submittal, incorporate pertinent changes discussed in collaboration meetings with CMAR, and shall show, at 100% completion, the project requirements for: site grading, soil cement grade control structures with maintenance ramps, utilities, landscape plantings, ecosystem protection measures, irrigation systems, and other site features. A final Stormwater Pollution Prevention Plan (SWPPP) shall also be included.

The final opinion of probable construction cost shall be in Bid Schedule format with estimated quantities for items of work. All work items should be accounted for with a pay item or clearly defined as incidental to other work.

## **TASK 12.0 DELIVERABLES**

- The 100% Plans, Specifications, and Cost Estimate Submittal shall consist of one sealed original set of plans and PDF copies of the following:
  - Final Construction Plans
  - Final Special Provisions
  - Final Cost Estimate / Bid Schedule
  - 95% Review Comments with written responses

Relevant Digital files will be provided with the final construction bid set.

The Consultant shall participate in a final review conference with District staff to back-check resolution of the 95% review comments.

The Ecosystem Preservation Specialist's role under this task will be primarily advisory, providing plan review and input at designated project meetings.

## **TASK 14.0 CMAR SERVICES**

### **TASK 14.1 CMAR SERVICES**

The Consultant will review and respond to Requests for Information (RFI) and submittals related to the plans, special provisions, quantities, ecosystem preservation, and permits during construction of the Project. Wilder may participate in or advise for wildlife species translocations, a pre-delivery plant species inspection, on-site planting consultation, and other implantation matters such as timing and invasive species control that will aid in project success.

The Consultant shall provide services as necessary for value engineering proposals submitted by the District or Contractor, securing any additional utility permits, temporary relocation of any existing utilities encountered during construction and on-call cultural resources, biological resources, and environmental hazards response field personnel should any change in conditions be encountered during construction.

**END OF EXHIBIT A**

**Exhibit B - Consultant Fee Proposal**  
**Detail in Attachments A - D attached (40 pages)**

**P S O M A S**

**Cortaro Narrows  
Training Structures**

**ESTIMATED DIRECT LABOR (Psomas)**

<u>Classification</u>	<u>Estimated Man-hours</u>	<u>Hourly Rate</u>	<u>Labor Costs</u>
Project Principal	20	\$231.51	\$ 4,630.20
Sr. Project Manager	139	\$200.85	\$ 27,918.15
Project Manager	383	\$168.65	\$ 64,592.95
Project Engineer	497	\$137.99	\$ 68,581.03
Designer	820	\$107.32	\$ 88,002.40
Survey Manager	2	\$159.45	\$ 318.90
Project Surveyor	48	\$144.12	\$ 6,917.76
Survey Tech.	52	\$82.79	\$ 4,305.08
2-Man Survey	88	\$159.45	\$ 14,031.60
Administration	8	\$93.52	\$ 748.16
Total	2,057		

Total Estimated Labor (Psomas) \$ 280,046.23

**ESTIMATED DIRECT EXPENSES**

	<u><b>Total</b></u>
Direct Expenses TOTAL	\$ 630.00

<u>Subconsultant</u>	<u>Total</u>
Terracon	\$ 41,801.89
Wilder	\$ 55,878.50
WestLand	\$ 28,966.00
Kaneen Communications	\$ 21,250.00
Potholes (If Needed)	\$ 8,000.00
Sub-Consultant TOTAL	\$ 155,896.39

TOTAL ESTIMATED LABOR (Psomas)	\$ 280,046.23
TOTAL ESTIMATED DIRECT EXPENSES	\$ 630.00
TOTAL ESTIMATED OUTSIDE SERVICES	\$ 155,896.39
TOTAL ESTIMATED COST	<u>\$ 436,572.62</u>

<u><b>CONTRACT TOTAL</b></u>	<u><b>\$ 436,572.62</b></u>
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**Psomas**

Project Fee Estimate / Authorized Task List

Project Number: 55CNTS  
 Project Name: Corro Narrows Training Structures Final Design  
 Project Manager: Chris Remme, PE  
 Date: 1/2/2024

Task No.	Design Description	Project Principal \$ 231.51 /Hr. Hrs. Amount	Sr. Project Manager \$ 200.85 /Hr. Hrs. Amount	Project Manager \$ 168.65 /Hr. Hrs. Amount	Project Engineer \$ 137.99 /Hr. Hrs. Amount	Designer \$ 107.32 /Hr. Hrs. Amount	Survey Manager \$ 159.45 /Hr. Hrs. Amount	Project Surveyor \$ 144.12 /Hr. Hrs. Amount	2-Man Survey \$ 159.45 /Hr. Hrs. Amount	Survey Tech. \$ 82.79 /Hr. Hrs. Amount	Administration \$ 93.52 /Hr. Hrs. Amount	Psomas Task Total	Direct Cost	Sub Consultant Amount	Task Total
1.0	Project Coordination														
1.1	Meetings, Communication and Coordination (Psomas, CMAR, District)	6 \$ 1,389.06	24 \$ 4,820.40	60 \$ 10,119.00	30 \$ 4,139.70	20 \$ 2,146.40					8 \$ 748.16	\$ 23,362.72			\$ 23,362.72
1.1	Meetings, Communication and Coordination (Westland)	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -		\$ 630.00	\$ 630.00
1.1	Meetings, Communication and Coordination (Wilder)	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -		\$ 14,270.00	\$ 14,270.00
1.2	Project Schedule	\$ -	\$ -	12 \$ 2,023.80		\$ -						\$ 2,023.80			\$ 2,023.80
1.3	Public Participation (Kawer)	\$ -	\$ -	20 \$ 3,373.00	8 \$ 1,103.92	\$ -						\$ 4,476.92			\$ 4,476.92
1.4	Public Participation (Wilder)	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -		\$ 21,250.00	\$ 21,250.00
1.4	Massellaneous Project Graphics	\$ -	\$ -	4 \$ 674.60	8 \$ 1,103.92	12 \$ 1,287.84						\$ 3,066.36			\$ 3,066.36
	<b>Total Project Coordination</b>	<b>6 \$ 1,389.06</b>	<b>24 \$ 4,820.40</b>	<b>60 \$ 10,119.00</b>	<b>48 \$ 6,347.54</b>	<b>32 \$ 3,434.24</b>					<b>8 \$ 748.16</b>	<b>\$ 27,978.80</b>	<b>\$ 630.00</b>		<b>\$ 28,608.80</b>
2.0	Survey, Mapping and Right-of-Way														
2.1	Field Survey	\$ -	\$ -	\$ -	\$ -	\$ -	1 \$ 159.45	8 \$ 1,195.36	32 \$ 5,102.40	4 \$ 331.16	\$ -	\$ 6,745.97			\$ 6,745.97
2.2	Legal Descriptions	\$ -	\$ -	\$ -	\$ -	\$ -	1 \$ 159.45	32 \$ 4,612		40 \$ 3,312	\$ -	\$ 8,062.89			\$ 8,062.89
2.3	Establishment of Permanent Benchmarks	\$ -	\$ -	\$ -	\$ -	\$ -		8 \$ 91,152.96	56 \$ 8,035.68	8 \$ 662.32	\$ -	\$ 10,744.48			\$ 10,744.48
	<b>Total Survey, Mapping and Right-of-Way</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>2 \$ 318.90</b>	<b>40 \$ 5,817.76</b>	<b>88 \$ 14,031.60</b>	<b>52 \$ 4,305.68</b>	<b>\$ -</b>	<b>\$ 25,973.34</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,973.34</b>
3.0	Hydrology and Hydraulics														
3.1	Final Drainage Analysis	\$ -	4 \$ 803.40	8 \$ 1,349.20	30 \$ 4,139.70	60 \$ 6,439.20						\$ 16,871.20			\$ 16,871.20
	<b>Total Hydrology and Hydraulics</b>	<b>\$ -</b>	<b>4 \$ 803.40</b>	<b>8 \$ 1,349.20</b>	<b>30 \$ 4,139.70</b>	<b>60 \$ 6,439.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,871.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,871.20</b>
4.0	FEMA Compliance														
4.1	FLORR Application	\$ -	2 \$ 401.70	2 \$ 337.30	48 \$ 6,623.52	90 \$ 9,658.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,021.32			\$ 17,021.32
	<b>Total FEMA Compliance</b>	<b>\$ -</b>	<b>2 \$ 401.70</b>	<b>2 \$ 337.30</b>	<b>48 \$ 6,623.52</b>	<b>90 \$ 9,658.80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,021.32</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,021.32</b>
5.0	Ecosystem Assessment and Protection														
5.1	Ecosystem Preservation Project Implementation Plan	\$ -	\$ -	8 \$ 1,349.20	16 \$ 2,207.84	20 \$ 2,146.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,703.44			\$ 5,703.44
5.2	Ecosystem Preservation Project Implementation Plan (Westland)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,335.00	\$ 4,335.00
5.3	Construction Document Review and Input (Westland)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,564.00	\$ 3,564.00
5.3	Biological Evaluation (Westland)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 7,054.00	\$ 7,054.00
	<b>Total Ecosystem Assessment and Protection</b>	<b>\$ -</b>	<b>\$ -</b>	<b>8 \$ 1,349.20</b>	<b>16 \$ 2,207.84</b>	<b>20 \$ 2,146.40</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,703.44</b>	<b>\$ -</b>	<b>\$ 15,183.00</b>	<b>\$ 21,156.44</b>
6.0	Geotechnical														
6.1	Geotechnical Investigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 41,801.89	\$ 41,801.89
	<b>Total Geotechnical</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41,801.89</b>	<b>\$ 41,801.89</b>
7.0	Landscape Design														
7.1	Vegetation Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 14,455.50	\$ 14,455.50
7.1	Meetings/Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 22,444.00	\$ 22,444.00
	<b>Total Landscape Design</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,899.50</b>	<b>\$ 36,899.50</b>
8.0	404 Permitting Support														
8.1	Preparation of Individual Clean Water Act Section 404 Permit Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 8,552.00	\$ 8,552.00
8.2	Section 401 Water Quality Certification Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,631.00	\$ 1,631.00
	<b>Total 404 Permitting Support</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,183.00</b>	<b>\$ 10,183.00</b>
9.0	Cultural Resources														
	Coordination with District and Office of Cultural Resources	\$ -	\$ -	8 \$ 1,349.20	8 \$ 1,103.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,453.12			\$ 2,453.12
	<b>Total Cultural Resources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>8 \$ 1,349.20</b>	<b>8 \$ 1,103.92</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,453.12</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,453.12</b>
10.0	Utility Coordination and Design														
10.1	Utility Coordination and Submittals	\$ -	\$ -	12 \$ 2,023.80	20 \$ 2,759.80	40 \$ 4,292.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,076.40			\$ 9,076.40
10.2	Utility Pinpointing (if requested)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 8,000.00	\$ 8,000.00
	<b>Total Utility Coordination and Design</b>	<b>\$ -</b>	<b>\$ -</b>	<b>12 \$ 2,023.80</b>	<b>20 \$ 2,759.80</b>	<b>40 \$ 4,292.80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,076.40</b>	<b>\$ -</b>	<b>\$ 8,000.00</b>	<b>\$ 17,076.40</b>
11.0	50% Plans, Specifications and Cost Estimate														
	Clear Sheet	\$ -	\$ -	2 \$ 337.30	2 \$ 275.98	4 \$ 429.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,042.56			\$ 1,042.56
	General Notes and Legend	\$ -	\$ -	2 \$ 337.30	2 \$ 275.98	4 \$ 429.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,042.56			\$ 1,042.56
	Survey Control	\$ -	\$ -	2 \$ 337.30	4 \$ 551.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 889.26			\$ 889.26
	Map Route and Material Storage Locations	\$ -	\$ -	2 \$ 337.30	8 \$ 1,103.92	24 \$ 2,375.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,016.90			\$ 4,016.90
	Typical Sections	\$ -	2 \$ 401.70	6 \$ 1,011.90	12 \$ 1,658.88	40 \$ 4,292.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,362.28			\$ 7,362.28
	Civil Details	\$ -	\$ -	8 \$ 1,011.90	16 \$ 2,207.84	20 \$ 2,146.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,366.14			\$ 5,366.14
	Channel Grading Plans and Profiles	\$ -	2 \$ 401.70	8 \$ 1,349.20	20 \$ 2,759.80	72 \$ 7,727.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,237.74			\$ 12,237.74
	Channel Cross Sections	\$ -	2 \$ 401.70	2 \$ 337.30	20 \$ 2,759.80	40 \$ 4,292.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,791.50			\$ 7,791.50
	Earthwork	\$ -	4 \$ 803.40	4 \$ 674.60	18 \$ 2,207.84	30 \$ 3,663.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,549.36			\$ 7,549.36
	Quantity & Cost Estimates	\$ -	2 \$ 401.70	2 \$ 337.30	13 \$ 1,793.87	24 \$ 2,575.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,108.55			\$ 5,108.55
	Draft Special Provisions	\$ -	4 \$ 803.40	8 \$ 1,349.20	13 \$ 1,793.87	24 \$ 2,575.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,522.15			\$ 6,522.15
	QA/QC	2 \$ 463.02	4 \$ 803.40	4 \$ 674.60	8 \$ 1,103.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,044.94			\$ 3,044.94
	<b>Total 50% Plans, Specifications and Cost Estimate</b>	<b>2 \$ 463.02</b>	<b>20 \$ 4,017.00</b>	<b>48 \$ 8,095.20</b>	<b>134 \$ 18,498.66</b>	<b>288 \$ 30,908.16</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 61,974.04</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 61,974.04</b>
12.0	60% Plans, Specifications, and Cost Estimate														
	Clear Sheet	\$ -	\$ -	1 \$ 168.65	1 \$ 137.99	2 \$ 214.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 521.28			\$ 521.28
	General Notes and Legend	\$ -	\$ -	1 \$ 168.65	1 \$ 137.99	2 \$ 214.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 521.28			\$ 521.28
	Survey Control	\$ -	\$ -	1 \$ 168.65	2 \$ 275.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 444.63			\$ 444.63

**Psomas**  
Project Fee Estimate / Authorized Task List

Project Number: SSCNTS  
Project Name: Corono Narrows Training Structures Final Design  
Project Manager: Chetu Remme, PE  
Date: 1/27/2024

Task No.	Design Description	Project Principal \$ 231.51 / Hr. Hrs. Amount	Sr. Project Manager \$ 200.85 / Hr. Hrs. Amount	Project Manager \$ 168.65 / Hr. Hrs. Amount	Project Engineer \$ 137.99 / Hr. Hrs. Amount	Designer \$ 107.32 / Hr. Hrs. Amount	Survey Manager \$ 159.45 / Hr. Hrs. Amount	Project Surveyor \$ 144.12 / Hr. Hrs. Amount	2-Man Survey \$ 159.45 / Hr. Hrs. Amount	Survey Tech. \$ 82.79 / Hr. Hrs. Amount	Administration \$ 93.52 / Hr. Hrs. Amount	Psomas Task Total	Direct Cost	Sub Consultant Amount	Task Total
	Head Route and Material Storage Locations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,284.43	\$ -	\$ -	\$ 2,284.43
	Typical Sections	\$ -	1 \$ 200.85	1 \$ 168.65	4 \$ 551.96	16 \$ 1,717.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,638.58	\$ -	\$ -	\$ 2,638.58
	Civil Details	\$ -	\$ -	2 \$ 337.30	4 \$ 551.96	12 \$ 1,287.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,177.10	\$ -	\$ -	\$ 2,177.10
	Channel Grading Plans and Profiles	\$ -	1 \$ 200.85	2 \$ 337.30	12 \$ 1,655.88	40 \$ 4,292.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,486.83	\$ -	\$ -	\$ 6,486.83
	Channel Cross Sections	\$ -	1 \$ 200.85	2 \$ 337.30	8 \$ 1,103.92	16 \$ 1,717.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,359.19	\$ -	\$ -	\$ 3,359.19
	SWPPP - Plans & Book	\$ -	\$ -	2 \$ 337.30	16 \$ 2,207.84	24 \$ 2,575.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,120.82	\$ -	\$ -	\$ 5,120.82
	Earthwork	\$ -	2 \$ 401.70	2 \$ 337.30	6 \$ 827.94	8 \$ 858.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,425.50	\$ -	\$ -	\$ 2,425.50
	Quantities & Cost Estimates	\$ -	\$ -	1 \$ 168.65	6 \$ 827.94	10 \$ 1,073.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,069.79	\$ -	\$ -	\$ 2,069.79
	Final Special Provisions	\$ -	4 \$ 803.40	2 \$ 337.30	6 \$ 827.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,969.04	\$ -	\$ -	\$ 1,969.04
	QA/QC	2 \$ 463.02	4 \$ 803.40	4 \$ 674.60	4 \$ 551.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,492.98	\$ -	\$ -	\$ 2,492.98
	<b>Total 95% Plans, Specifications, and Cost Estimate</b>	<b>2 \$ 463.02</b>	<b>13 \$ 2,611.05</b>	<b>22 \$ 3,710.30</b>	<b>76 \$ 10,487.24</b>	<b>142 \$ 15,238.44</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,511.05</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,511.05</b>
13.0	100% Plans, Specifications, Cost Estimate and Permitting														
	Cover Sheet	\$ -	\$ -	\$ -	1 \$ 137.99	1 \$ 107.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245.31	\$ -	\$ -	\$ 245.31
	General Notes and Legend	\$ -	\$ -	\$ -	1 \$ 137.99	1 \$ 107.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245.31	\$ -	\$ -	\$ 245.31
	Survey Control	\$ -	\$ -	1 \$ 168.65	1 \$ 137.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 306.64	\$ -	\$ -	\$ 306.64
	Head Route and Material Storage Locations	\$ -	\$ -	1 \$ 168.65	2 \$ 275.98	4 \$ 429.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 873.91	\$ -	\$ -	\$ 873.91
	Typical Sections	\$ -	\$ -	1 \$ 168.65	2 \$ 275.98	8 \$ 858.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,303.19	\$ -	\$ -	\$ 1,303.19
	Civil Details	\$ -	\$ -	1 \$ 168.65	2 \$ 275.98	8 \$ 858.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,303.19	\$ -	\$ -	\$ 1,303.19
	Channel Grading Plans and Profiles	\$ -	1 \$ 200.85	2 \$ 337.30	6 \$ 827.94	16 \$ 1,717.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,083.21	\$ -	\$ -	\$ 3,083.21
	Channel Cross Sections	\$ -	1 \$ 200.85	2 \$ 337.30	2 \$ 275.98	8 \$ 858.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,672.69	\$ -	\$ -	\$ 1,672.69
	SWPPP - Plans & Book	\$ -	\$ -	1 \$ 168.65	6 \$ 827.94	12 \$ 1,287.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,284.43	\$ -	\$ -	\$ 2,284.43
	Earthwork	\$ -	2 \$ 401.70	2 \$ 337.30	4 \$ 551.96	6 \$ 643.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,934.88	\$ -	\$ -	\$ 1,934.88
	Final Quantities & Cost Estimates	\$ -	2 \$ 401.70	2 \$ 337.30	2 \$ 275.98	4 \$ 429.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,444.26	\$ -	\$ -	\$ 1,444.26
	Final Special Provisions	\$ -	4 \$ 803.40	2 \$ 337.30	4 \$ 551.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,692.66	\$ -	\$ -	\$ 1,692.66
	QA/QC	2 \$ 463.02	6 \$ 1,205.10	4 \$ 674.60	2 \$ 275.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,618.70	\$ -	\$ -	\$ 2,618.70
	<b>Total 100% Plans, Specifications, Cost Estimate and Permitting</b>	<b>2 \$ 463.02</b>	<b>16 \$ 3,213.80</b>	<b>19 \$ 3,204.35</b>	<b>35 \$ 4,839.85</b>	<b>68 \$ 7,297.16</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,808.38</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,808.38</b>
14.0	CMAR Services														
14.1	Post Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Responding to RFIs	4 \$ 926.04	20 \$ 4,017.00	60 \$ 10,119.00	30 \$ 4,139.70	24 \$ 2,575.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,777.42	\$ -	\$ -	\$ 21,777.42
	Review of Submittals	\$ -	16 \$ 3,213.60	20 \$ 3,373.00	12 \$ 1,655.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,242.48	\$ -	\$ -	\$ 8,242.48
	CMAR Team Meetings (Consultant Team, District, CMAR, Stakeholders)	4 \$ 926.04	20 \$ 4,017.00	40 \$ 6,746.00	\$ -	40 \$ 4,292.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,981.84	\$ -	\$ -	\$ 15,981.84
14.1	Post Design Services (Wider)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.2	Additional Tasks	\$ -	4 \$ 803.40	40 \$ 6,746.00	12 \$ 1,655.88	16 \$ 1,717.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,922.40	\$ -	\$ -	\$ 10,922.40
	<b>Total CMAR Services</b>	<b>8 \$ 1,852.08</b>	<b>60 \$ 12,051.00</b>	<b>160 \$ 26,840.00</b>	<b>64 \$ 7,451.46</b>	<b>80 \$ 8,585.60</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,924.14</b>	<b>\$ -</b>	<b>\$ 4,709.00</b>	<b>\$ 61,633.14</b>
<b>Proposal Total</b>		<b>20 \$ 4,630.20</b>	<b>139 \$ 27,818.15</b>	<b>383 \$ 64,992.95</b>	<b>497 \$ 68,581.03</b>	<b>820 \$ 88,002.40</b>	<b>2 \$ 318.90</b>	<b>48 \$ 6,917.76</b>	<b>88 \$ 14,031.60</b>	<b>52 \$ 4,305.08</b>	<b>8 \$ 748.16</b>	<b>\$ 280,046.23</b>	<b>\$ 630.00</b>	<b>\$ 155,898.39</b>	<b>\$ 436,572.62</b>
												<b>Total Labor Costs Psomas</b>		<b>\$ 280,046.23</b>	
												<b>Total Direct Expenses</b>		<b>\$ 630.00</b>	
												<b>Total Sub-Consultants</b>		<b>\$ 155,898.39</b>	
												<b>Total Cost</b>		<b>\$ 436,572.62</b>	

# PSOMAS

RATE TABLE	
Firm:	PSOMAS
Project	Santa Cruz Cortaro Narrows Training Structure (5SCNTS)
Overhead %	178.76%
Profit %	10%

DISCIPLINE	DIRECT LABOR RATE	OVERHEAD	PROFIT	BILLING RATE
Project Principal	\$ 75.50	\$ 134.96	\$ 21.05	\$ 231.51
Sr. Project Manager	\$ 65.50	\$ 117.09	\$ 18.26	\$ 200.85
Project Manager	\$ 55.00	\$ 98.32	\$ 15.33	\$ 168.65
Project Engineer	\$ 45.00	\$ 80.44	\$ 12.54	\$ 137.99
Designer	\$ 35.00	\$ 62.57	\$ 9.76	\$ 107.32
Survey Manager	\$ 52.00	\$ 92.96	\$ 14.50	\$ 159.45
Project Surveyor	\$ 47.00	\$ 84.02	\$ 13.10	\$ 144.12
2-Person Crew	\$ 52.00	\$ 92.96	\$ 14.50	\$ 159.45
Survey Tech	\$ 27.00	\$ 48.27	\$ 7.53	\$ 82.79
Administration	\$ 30.50	\$ 54.52	\$ 8.50	\$ 93.52



**ATTACHMENT A**  
**SCOPE OF SERVICES AND FEE BREAKDOWN**  
**KANEEN COMMUNICATIONS**

**Santa Cruz Cortaro Narrows Training Structure**

Assumes 12 months



**ESTIMATE OF MANHOURS**

1st Draft 10-04-23

<b>Task</b>	<b>Project Manager</b>	<b>Designer/Artist</b>	<b>Public Relations Coordinator</b>	<b>Translation</b>	<b>Clerical</b>	<b>Total Hours</b>	<b>Total Labor Costs</b>	<b>Direct Expenses</b>	<b>Total Costs</b>
	\$150	\$100	\$100	\$100	\$50				
1. Project Meetings: Attend four (4) monthly project meetings to better understand the project.	8	0	4	0	0	12	\$1,600.00	\$50.00	\$1,650.00
2. Public/Neighborhood Meetings: Attend two (2) public/neighborhood meetings	6	0	6	0	4	16	\$1,700.00	\$200.00	\$1,900.00
3. Outreach Materials: Provide materials, such as agendas and fact sheets, and assist with two public/neighborhood meetings with graphics for displays.	15	12	10	0	8	45	\$4,850.00	\$1,200.00	\$6,050.00
4. Questionnaire: Assist Pima County in preparing questionnaire content for public meetings. (assumes two Questionnaires)	8	6	4	0	2	20	\$2,300.00	\$300.00	\$2,600.00
5. Questionnaire Results: Compile and distribute results (assumes two Questionnaires)	4	0	0	0	6	10	\$900.00	\$0.00	\$900.00
6. Prepare and distribute Public Meeting Summaries: Assumes 2 Public Meetings	6	0	0	0	4	10	\$1,100.00	\$50.00	\$1,150.00
7. Questions and Comments: Assist Pima County with responses to questions and comments from the public, under the direction of Pima County community Relations Office members.	12	0	8	0	4	24	\$2,800.00	\$0.00	\$2,800.00
8. Project Management	12	0	0	0	12	24	\$2,400.00	\$0.00	\$2,400.00
<b>TOTAL</b>	<b>71</b>	<b>18</b>	<b>32</b>	<b>0</b>	<b>40</b>	<b>161</b>	<b>\$17,650.00</b>	<b>\$1,800.00</b>	<b>\$19,450.00</b>



**Santa Cruz Cortaro Narrows Training Structure**  
Assumes 12 months

**ESTIMATE OF DIRECT COSTS**

1st Draft 10-04-23

<b>TASK DESCRIPTION</b>	<b>Printing: Fact Sheets/Graphic Displays/Questionnaires 8 1/2 x 11/ Agendas</b>	<b>Public/ Neighborhood Meeting Materials: Refreshments, etc.</b>	<b>Copies, Misc., Etc.</b>	<b>Direct Total</b>
1. Project Meetings: Attend four (4) monthly project meetings to better understand the project.	0	0	50	50
2. Public/Neighborhood Meetings: Attend two (2) public/neighborhood meetings	0	200	0	200
3. Outreach Materials: Provide materials, such as agendas and fact sheets, and assist with two public/neighborhood meetings with graphics for displays.	1200	0	0	1200
4. Questionnaire: Assist Pima County in preparing questionnaire content for public meetings. (assumes two Questionnaires)	300	0	0	300
5. Questionnaire Results: Compile and distribute results (assumes two Questionnaires)	0	0	0	0
6. Prepare and distribute Public Meeting Summaries: Assumes 2 Public Meetings	0	0	50	50
7. Questions and Comments: Assist Pima County with responses to questions and comments from the public, under the direction of Pima County community Relations Office members.	0	0	0	0
8. Project Management	0	0	0	0
<b>TOTAL</b>	<b>\$1,500</b>	<b>\$200</b>	<b>\$100</b>	<b>\$1,800</b>

**ATTACHMENT B**  
**SCOPE OF SERVICES AND FEE BREAKDOWN**  
**WESTLAND ENGINEERING & ENVIRONMENTAL SERVICES**



Engineering &  
Environmental  
Services

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

December 1, 2023

Ms. Chelsi Remme, PE  
Psomas  
333 E. Wetmore Road, Suite 450  
Tucson, Arizona 85705

**Re: SANTA CRUZ CORTARO NARROWS TRAINING STRUCTURES: ENVIRONMENTAL SERVICES  
WESTLAND PROPOSAL NO. P11416 (Revision 2)**

Dear Ms. Remme:

WestLand Engineering & Environmental Services (WestLand) is pleased to provide this revised proposal to support development of an Ecosystem Protection Plan and Clean Water Act (CWA) Section 404 permit for the Santa Cruz Cortaro Narrow Training Structures Implementation Plan.

## **SCOPE OF WORK**

WestLand will provide the following services as listed under Task 5.0 Ecosystem Assessment and Protection and Task 8.0 404 Permitting Support described in an email from Psomas dated September 27, 2023.

### **Task 1. Project Implementation Plan Update Support for Regulatory Ecosystem Preservation**

The Project Implementation Plan (Plan) prepared for the project is a regulatory document and applies only to federally listed threatened and endangered (T&E) species. The Plan identifies a portion of the Santa Cruz River within the area of the proposed activities as having diverse vegetation and wildlife habitat, including the presence of Gila topminnow (*Poeciliopsis occidentalis*) which is a federally listed endangered species. WestLand will support updating the Plan to include:

- Reviewing recommendations provided by the Office of Sustainability & Conservation (OSC) for Gila topminnow habitat enhancement/restoration and reintroduction into the new low flow channel created along a portion of the Santa Cruz River.
- Providing construction scheduling recommendations (e.g., seasonal restrictions on clearing during bird breeding periods) that could be implemented for the purpose of protecting wildlife.

WestLand will provide this information for incorporation into the Plan to be submitted concurrent with the 50% construction plans and the final version with the 95% plans. It is anticipated that the ecosystem preservation recommendations will be incorporated by Psomas into Section 3 of the updated Plan.

*Deliverable*

- Draft ecosystem protection recommendations for incorporating into the Plan.
- Final ecosystem protection elements for incorporating into the Plan.

*Cost Estimate Assumptions*

- Two WestLand staff will conduct a site visit and attend a kick-off meeting.
- One WestLand member of staff will attend one virtual progress meeting.
- Draft ecosystem protection recommendations will be reviewed for the 50% design submittal.
- Final ecosystem protection recommendations will be reviewed for the 95% design.
- Psomas will update the Plan to include ecosystem protection recommendations provided by WestLand.

**Task 2. Construction Document Review and Input**

WestLand's project ecosystem preservation specialist will review comments in support of preparation of the construction documents, including bank protection plans, landscape plans, plant and seed palettes, and special provisions in coordination with the design team and the landscape architect.

*Deliverable*

- Written comments to the construction document.

**Task 3. Biological Evaluation**

A Biological Evaluation (BE) will be prepared to determine the potential for occurrence of special status species and to evaluate potential effects of the proposed project on those species and their habitat. As warranted, mitigation measures will be recommended to reduce or eliminate effects on special status species or their habitat. For the purpose of this BE, special-status species are defined as species designated by the U.S. Fish and Wildlife Service (USFWS) as Endangered, Threatened or Proposed for Listing under the Endangered Species Act (ESA). This BE will also evaluate the occurrence of designated or proposed critical habitat in or adjacent to the Project Area.

*Deliverable*

- Biological Evaluation in electronic format.

*Cost Estimate Assumptions*

- Two WestLand staff will conduct a site visit to characterize the habitat for BE. One draft and one final BE will be prepared in electronic format.
- No species-specific surveys will be conducted, and no meetings are included. It is assumed that Section 7 consultation will not be required.

#### **Task 4. 404 Permitting Support**

Under **Task 3**, WestLand will develop the Clean Water Act (CWA) Section 404 permitting package for the project, to be submitted to the U.S. Army Corps of Engineers (Corps) for review and approval. The permitting package will utilize the project description and design documents to demonstrate that the project qualifies for Section 404 coverage using a Nationwide Permit (NWP). WestLand anticipates developing the permit package, submitting the permit application to the Corps, and answering any questions the Corps may have regarding the project during their review of the permit. A shapefile of the PJD prepared by Pima County and the Corps will be provided to WestLand for use in the permit package.

##### *Deliverable*

- NWP 27 (*Aquatic Habitat Restoration, Enhancement, and Establishment Activities*) or similar NWP pre-construction notification package.

##### *Cost Estimate Assumptions*

- WestLand will be provided with Class III cultural resource surveys conducted in the project area in order to support the Corps' review obligations under Section 106 of the National Historic Preservation Act. The OSC will provide a statement for regulatory compliance for cultural resources.
- The Corps agrees that the project, as proposed, qualifies for coverage under NWP 27 for *Aquatic Habitat Restoration, Enhancement, and Establishment Activities* or similar NWP. Where such an NWP includes acreage limits on impacts to wetland and non-wetland waters of the United States (WOTUS), the discharge of fill to potential WOTUS proposed by the project falls below those acreage thresholds.
- The aquatic habitat restoration, enhancement, and establishment activity has been designed and will be implemented such that it results in aquatic habitat that resembles an ecological reference. This information will be provided to WestLand for use in developing the NWP package.
- Pima County will provide a shapefile of the PJD prepared by the Corps and Pima County. WestLand will import this data for use in the permitting package.
- WestLand will provide a draft NWP package for applicant review and comment. WestLand will respond to one round of comments from Pima County.
- WestLand will have up to two coordination calls with the Corps to submit and discuss the NWP package.
- WestLand will provide the NWP package to the Corps for review and comment. WestLand will respond to one round of comments from the Corps.



### **Task 5. Section 401 Water Quality Certification**

Under **Task 5**, WestLand will prepare an application for Section 401 Water Quality Certification for submission to the Arizona Department of Environmental Quality (ADEQ). Water quality certification is required because the proposed project is located on an Impaired segment of the Santa Cruz River. The Section 401 submittal package includes parts of the Section 404 permit application, and therefore will be completed shortly after the relevant Section 404 application materials are completed.

#### *Deliverable*

- Individual Section 401 Water Quality Certification application package.

#### *Cost Estimate Assumptions*

- The application submittal will require the standard form provided by ADEQ.
- The information contained in the NWP package developed under **Task 4** will be sufficient for ADEQ to determine the project meets surface water quality standards.
- WestLand will have one coordination call with ADEQ to submit and discuss the application.

### **Task 6. Project Administration**

Under **Task 6**, WestLand will track the schedule and budget for the project and provide monthly status updates concurrent with the invoice.

### **PROJECT FEE**

WestLand proposes to provide the services identified in **Table 1** for this project. The work will be billed at the project level.

**Table 1. Fee Summary**

<b>Task</b>	<b>Task Total</b>
Task 1. Project Implementation Plan Update Support for Ecosystem Preservation	\$ 4,335
Task 2. Construction Document Review and Input	\$ 3,564
Task 3. 404 Permitting Support	\$ 8,552
Task 4. Biological Evaluation	\$ 7,504
Task 5. Section 401 Water Quality Certification	\$ 1,631
Task 5. Project Administration	\$ 3,380
Direct Expenses	\$ 630
<b>TOTAL</b>	<b>\$ 29,596</b>

Ms. Chelsi Remme, PE  
December 1, 2023  
Page 5

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

Respectfully,  
WestLand Engineering & Environmental Services

A handwritten signature in black ink, appearing to be 'Ron van Ommeren', with a stylized initial 'R' and a horizontal line extending to the right.

Ron van Ommeren  
Environmental Director

KAO:kd

cc: Kimberly Otero, WestLand Engineering & Environmental Services

3-Jan-24
<b>SANTA CRUZ CORTARO NARROWS TRAINING STRUCTURES</b>
<b>WestLand Project 11416</b>

### Budget Breakdown by Person Hours

[illegible]

**Firm Name:** WestLand  
Resources, Inc

**Project/Contract Description:** Santa Cruz Cortaro Narrows Training Structures (5SCNTS)

<b>Overhead %</b>	192.53%
<b>Profit %</b>	10%

	A	B	C	D
DISCIPLINE	DIRECT LABOR RATE	OVERHEAD	PROFIT	BILLING RATE
Sr. Principal Consultant (David C)	\$93.07	\$179.19	\$27.22	\$299.48
Project Principal (Ron)	\$72.42	\$139.43	\$21.19	\$233.04
Project Manager (Kim)	\$61.50	\$118.40	\$17.99	\$197.89
Sr. Biologist I (Chris M)	\$43	\$82.79	\$12.58	\$138.37
Sr. Doc. Production Spec II (Kristina)	\$31.20	\$60.07	\$9.13	\$100.40
Geospatial Analysis III (Dan)	\$31.55	\$60.74	\$9.23	\$104.25
Project Controller I (Nichole)	\$34.28	\$66	\$10.03	\$110.31
Project Manager I (Safety) - Dave	\$44.08	\$84.87	\$12.90	\$141.85
Vehicle/Equipment Coord - Josiah	\$26.44	\$50.90	\$7.73	\$85.07
Sr. Biologist III – Joel	\$60.10	\$115.71	\$17.58	\$193.39
Env. Specialist III - Nicole	\$26.95	\$51.89	\$7.88	\$86.72
Biologist – Shawn R	\$29.00	\$55.83	\$8.48	\$93.31

**Formulas:**

- (A) Direct Labor Rate
- (B) Overhead% x (A)
- (C) Profit % x (A+B)
- (D) Billing Rate (A+B+C)

**ATTACHMENT C**  
**SCOPE OF SERVICES AND FEE BREAKDOWN**  
**TERRACON**



355 S. Euclid Ave, Ste. 107  
Tucson, Arizona 85719  
P (520) 770-1789  
**Terracon.com**

January 2, 2024

Psomas  
333 E Wetmore Rd, Ste 450  
Tucson, Arizona 85705

**Attn:** Ms. Chelsi Remme, PE, ENV SP  
P: 520.690.7891  
E: chelsi.remme@psomas.com

**RE: Proposal for Geotechnical Engineering Services  
Cortaro Narrows Soil Cement Bank Protection  
Santa Cruz River, between Cortaro Road and Avra Valley Road  
Marana, Arizona  
Terracon Proposal No. P63235080, Revision No. 1**

Dear Ms. Remme:

We appreciate the opportunity to submit this revised proposal to Psomas to provide Geotechnical Engineering services for the above referenced project.

- **Exhibit A** Project Understanding
- **Exhibit B** Scope of Services
- **Exhibit C** Compensation and Project Schedule
- **Exhibit D** Site Location
- **Exhibit E** Anticipated Exploration Plan
- **Exhibit F** Detailed Cost Estimate and Fee Estimate Summary

Exhibit C includes details of our fees and consideration of scope of services as well as a general breakdown of our anticipated schedule.

We understand these services will be executed through a mutually acceptable agreement between Psomas and Terracon. We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,  
**Terracon**

Louis D. Braun, P.E.  
Geotechnical Group Manager

Donald R. Clark, P.E.  
Sr. Consultant/Sr. Principal



Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Psomas as described below. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	<p>30% Concept Plans dated September 12, 2023 developed by Psomas</p> <p>Implementation Plans for Cortaro Narrows Training Structures (5SCNTS) dated September 8, 2023 developed by Psomas</p> <p><i>Section 920 Specification – Soil Cement for Bank Protection, Linings and Grade Control Structures</i> with recent edits made by Pima County to be implemented in this project.</p>
Project Description and Construction	<p>Based on the information provided, we understand the project will include seven (7) grade control structures within the Santa Cruz River, between Cortaro Road and Avra Valley Road. Additionally, a 30-foot-wide low flow channel is planned to be excavated near the center of the river to extend from each of the grade control structures. Terracon has been requested to evaluate the subgrade soils north of Twin Peaks Road (from Grade Control Structure #1 to #4) for suitability for the production of soil cement for the bank protection and the proposed grade control structures. We understand we are evaluating the areas to the north of Twin Peaks Road due to the amount of soil requiring removal from the proposed low flow channel in this area. Additionally, we have been asked to evaluate slope stability for the proposed bank protection.</p>
Grading/Slopes	<p>We understand up to approximately 6 feet of cut will be required to bring the proposed low flow channel and the surrounding area to grade, with greater cuts anticipated north of Twin Peaks Road.</p> <p>The proposed soil cement bank protection will slope downward from the top of the bank or the top of the ramp at a slope ratio of 1:1 Horizontal:Vertical extending 9 to 14 feet below finished grade of the Santa Cruz River.</p>



Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project is located on the Santa Cruz River, between Cortaro Road and Avra Valley Road in Marana, Arizona. Based on the plans provided by Psomas the project length is approximately 2.6 miles across the locations of the proposed grade control structures.</p> <p>Latitude/Longitude (approximate): 32.3774°N, 111.1152°W</p> <p>See Exhibits D and E (Site Location and Anticipated Exploration Plan) for additional site location information.</p>
Existing Improvements	<p>The Santa Cruz River in the area of the proposed improvements is undeveloped within the river, with the exception of the soil cement banks.</p>
Current Ground Cover	<p>Based on our site visit, the ground appears to be covered in dense to moderately dense vegetation with a constant flow from the discharge of the upstream wastewater plant.</p>
Existing Topography	<p>The river slopes slightly downward towards the northwest (downstream) with approximately 46 feet of topographic relief across the proposed grade control structures.</p>
Site Access	<p>We expect the site, and all exploration locations, are accessible with our track-mounted excavation equipment and support tracked vehicles.</p>



**Proposal for Geotechnical Engineering Services**

Cortaro Narrows Soil Cement Bank Protection | Marana, Arizona  
January 2, 2024 | Terracon Proposal No. P63235080, Revision No. 1



## Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Project Setup and Coordination

Terracon will setup the project, stake the exploration locations, contact the Arizona 811 Center to locate public underground utilities, and coordinate the field exploration. We have assumed the Client and/or the Owner will assist Terracon with any access permits required. Additionally, we assume the Client and/or the Owner will assist with access to the site for staking exploration locations and the field exploration.

Private Utilities – Based on the information provided and a review of available aerial photographs, it appears the site is comprised of undeveloped vacant land. Therefore, private utilities (that are excluded from the Arizona 811 public utility locating system) are not anticipated. However, for the case private utilities are present on the site, we request private utilities be marked by the owner/client and identified to Terracon prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

### Field Exploration

Terracon will perform a geotechnical field exploration at the site to evaluate the subsurface conditions and obtain representative samples. We have proposed excavating test pits for the project as outlined in the following table and the planned exploration locations are shown on the attached Exploration Plan (Exhibit E).

Number of Test Pits	Planned Excavation Depth (feet) <sup>1</sup>	Planned Location
4	10 or test pit refusal	Grade Control Structure #1
4	10 or test pit refusal	Grade Control Structure #2
4	10 or test pit refusal	Grade Control Structure #3
4	10 or test pit refusal	Grade Control Structure #4
6	6 or test pit refusal	Intermediate areas between Grade Control Structures

1. Planned depth below the existing ground surface or test pit excavation refusal.

The test pits will be advanced to the planned depths below the existing ground surface (bgs) using a trackhoe with a backhoe bucket, unless test pit excavation encounters

## Proposal for Geotechnical Engineering Services

Cortaro Narrows Soil Cement Bank Protection | Marana, Arizona  
January 2, 2024 | Terracon Proposal No. P63235080, Revision No. 1



refusal prior to planned depth. The depth and locations of test pits may be adjusted depending upon actual subsurface conditions encountered.

**Test Pit Layout and Elevations:** We will use handheld GPS equipment to locate test pits with an estimated horizontal accuracy of  $\pm 15$  feet. Field measurements from existing site features may also be utilized. If available, approximate elevations will be obtained by interpolation from local topographic maps and/or Google Earth Pro.

**Subsurface Exploration Procedures:** We will advance the test pits with a track-mounted backhoe using an 18-inch bucket with rock teeth. Bulk samples of excavated soils will be collected from the test pits at selected depth intervals. Sampling will be performed in general accordance with applicable ASTM or local standards. During the excavation operations, a field engineer or geologist will log the test pits and obtain representative samples for further laboratory evaluation and for further evaluation by the project geotechnical engineer. In addition, we will observe and record groundwater levels during excavation and sampling (if encountered). Additionally, we plan to perform Dynamic Cone Penetrometer (DCP) testing at two of the test pits at each of the grade control structures.

Our exploration team will prepare field test pit logs as part of standard excavation operations including sampling depths and other relevant sampling information. The field logs will include visual classifications of materials encountered during excavation and our interpretation of subsurface conditions between samples. Final test pit logs will be prepared from the field logs and will represent the Geotechnical Engineer's interpretation and include modifications based on observations and the results of laboratory testing.

**Property Disturbance:** We will backfill the test pits with excavated spoils upon completion. Our services do not include repair of the site beyond backfilling our test pits. We assume that environmental clearances in addition to site restoration, if necessary, will be the responsibility of others.

## Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while excavating will be noted on our logs.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with

## Proposal for Geotechnical Engineering Services

Cortaro Narrows Soil Cement Bank Protection | Marana, Arizona

January 2, 2024 | Terracon Proposal No. P63235080, Revision No. 1



the Scope of Services. In addition, our fees assume test pit locations will be accessible without delay to our field crew and backhoe equipment.

### Laboratory Testing

The project engineer will review the field data and assign laboratory tests to understand the engineering properties of various soil strata. Pending sample quality and quantity, the following table outlines the laboratory testing anticipated for the project.

Laboratory Test	Number of Tests
Atterberg Limits <sup>1</sup>	52
Grain Size Analysis <sup>1</sup>	52
Moisture Content of Soil <sup>1</sup>	52
Compaction of Soil Using Standard Proctor	1
Soil Cement Mix Design	1

1. Assumes 2-3 soil stratifications per Grade Control Structure Test Pit and 2 soil stratifications per Intermediate Test Pit

Laboratory testing will be conducted in general accordance with applicable ASTM or other locally recognized standards. Samples obtained during the field exploration will be discarded 30 days after the date the geotechnical engineering report (unless sample storage beyond the 30 days is incorporated into our scope of work and fees).

### Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Soil test pit logs with field and laboratory data
- Soil stratification based on visual soil classification
- Summarized laboratory data
- Groundwater levels observed during and after the completion of excavation (if encountered)
- Site Location and Test Pit Location Plans
- Subsurface exploration procedures
- Encountered soil conditions
- Suitability of site excavated material for use in soil cement bank protection based on Section 920 of Pima County Standard Specification for Public Improvement
- Soil Cement Mix Design Results

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**Proposal for Geotechnical Engineering Services**

Cortaro Narrows Soil Cement Bank Protection | Marana, Arizona

January 2, 2024 | Terracon Proposal No. P63235080, Revision No. 1



- Slope Stability for soil cement bank protection

### Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation and grade control structure construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation and grade control structure construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Proposal for Geotechnical Engineering Services**

Cortaro Narrows Soil Cement Bank Protection | Marana, Arizona

January 2, 2024 | Terracon Proposal No. P63235080, Revision No. 1



## Exhibit C - Compensation and Project Schedule

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee <sup>1,2</sup>
Project Setup and Coordination	\$2,367.16
Field Exploration	\$19,608.05
Laboratory Testing	\$13,800.00
Geotechnical Engineering Report	\$6,026.68
<b>Total for Above Geotechnical Engineering Services</b>	<b>\$41,801.89</b>

1. Proposed fees noted above are effective for 90 days from the date of the proposal.
2. Proposed fees assume all work can be performed under the same mobilization.

A detailed cost estimate for Geotechnical Engineering Services is included in Exhibit F.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Task	Estimated Time to Complete Task <sup>1,2</sup>
Project Setup and Coordination	2 weeks
Field Exploration	1 week

**Proposal for Geotechnical Engineering Services**

Cortaro Narrows Soil Cement Bank Protection | Marana, Arizona

January 2, 2024 | Terracon Proposal No. P63235080, Revision No. 1



Task	Estimated Time to Complete Task <sup>1,2</sup>
Laboratory Testing	4 to 6 weeks
Geotechnical Engineering Report	2 to 3 weeks
<b>Estimated Total Number of Weeks:</b>	<b>10 to 12 weeks</b>
<ol style="list-style-type: none"><li>1. Upon receipt of your notice to proceed we will activate the schedule component on <b>Client Portal</b> with specific, anticipated dates for the delivery points noted above as well as other pertinent events.</li><li>2. Standard workdays. We will maintain an activities calendar within on <b>Client Portal</b>. The schedule will be updated to maintain a current awareness of our plans for delivery.</li></ol>	

**Proposal for Geotechnical Engineering Services**

Cortaro Narrows Soil Cement Bank Protection | Marana, Arizona

January 2, 2024 | Terracon Proposal No. P63235080, Revision No. 1



**Exhibit D – Site Location**

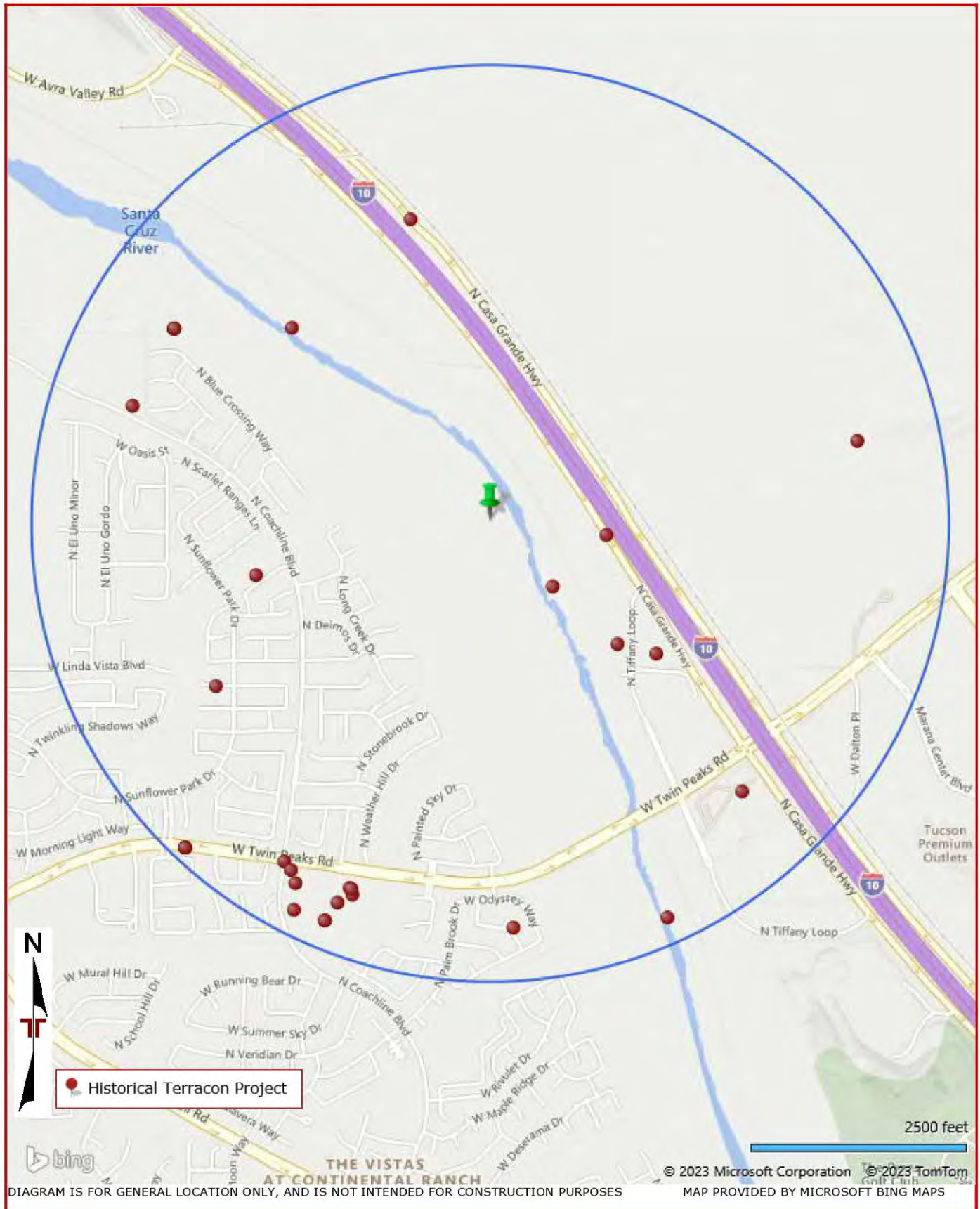


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES



**Proposal for Geotechnical Engineering Services**

Cortaro Narrows Soil Cement Bank Protection | Marana, Arizona

January 2, 2024 | Terracon Proposal No. P63235080, Revision No. 1



**Exhibit E – Anticipated Exploration Plan**





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**Proposal for Geotechnical Engineering Services**

Cortaro Narrows Soil Cement Bank Protection | Marana, Arizona

January 2, 2024 | Terracon Proposal No. P63235080, Revision No. 1



## **Exhibit F - Detailed Cost Estimate and Fee Estimate Summary**

Psomas

Detailed Cost Estimate for Geotechnical Engineering Services

Cortaro Narrows Soil Cement Bank Protection

Pima County

Terracon Reference No. P63235080



PAY ITEM	Work Tasks (Proposed Hours/Units)				Total HRS/UNITS	*Unit RATE	Total COST
	1	2	3	4			
Principal	1	1		3	5	250.57	\$ 1,252.85
Project Manager	3	6		9	18	181.33	3,263.94
Senior A/E (Project Engineer)				23	23	135.17	3,108.91
A/E (Staff Engineer/Field Engineer)	13	50		4	67	115.39	7,731.13
Clerical/Admin	1			1	2	72.53	145.06
<b>Subtotal Labor Costs:</b>							15,501.89
<b>Other Direct Project Costs:</b>							
Backhoe Subcontractor (GSI)		1			1	12,500.00	12,500.00
<b>Subtotal Direct Costs:</b>							12,500.00
<b>Laboratory Testing:</b>							
Sieve Analysis, Coarse and Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201)			52		52	100.00	5,200.00
Plasticity Index (ASTM D4318, AASHTO T89/90)			52		52	85.00	4,420.00
Moisture Content			52		52	15.00	780.00
Standard Proctor			1		1	200.00	200.00
Soil Cement Mix Design			1		1	3200.00	3,200.00
<b>Subtotal for Laboratory Testing:</b>							13,800.00
<b>Estimated Man Hours For Project</b>	18	57	0	40	115		\$ 41,801.89

Terracon Task	Estimate
Task 1 - Project Setup, ROW Permit Preparation, Staking, and Private Utility Locating	\$ 2,367.16
Task 2 - Field Exploration: Test Pits	\$ 19,608.05
Task 3 - Sample Review, Lab Work Order and Laboratory Testing	\$ 13,800.00
Task 4 - Preparation of Geotechnical Data Report	\$ 6,026.68
Total for Above Services	\$ 41,801.89

\*Note: Unit Rates shown are based on  
199.72% overhead cost plus 10% profit.

## FEE ESTIMATE SUMMARY

DATE: 1/3/2024

PROJECT: Cortaro Narrows Soil Cement Bank Protection

PREPARED BY: Terracon Consultants, Inc. CONTRACT NUMBER

EFFECTIVE DATE 1/3/2024 PRIME CONTRACTOR Psomas

CONTRACT TIME  CONTRACT TYPE

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead <u>199.720%</u>	Profit <u>10.00%</u>	Billing Rate
1	Terracon Consultants Inc.	Principal	\$76.00	\$151.79	\$22.78	\$250.57
2	Terracon Consultants Inc.	Project Manager	\$55.00	\$109.85	\$16.48	\$181.33
3	Terracon Consultants Inc.	Senior A/E	\$41.00	\$81.89	\$12.29	\$135.17
4	Terracon Consultants Inc.	A/E	\$35.00	\$69.90	\$10.49	\$115.39
5	Terracon Consultants Inc.	Clerical	\$22.00	\$43.94	\$6.59	\$72.53

### Formulas

(A) Direct Labor Rate

(B) Overhead @      % X (A)

(C) Profit @      % X (A+B)

(D) Billing Rate (A+B+C)

**ATTACHMENT D**  
**SCOPE OF SERVICES AND FEE BREAKDOWN**  
**WILDER LANDSCAPE ARCHITECTS**



2738 E. ADAMS ST. (520) 320-3936  
TUCSON, AZ 85716 WILDERLA.COM

January 2, 2024

Chelsi Remme PE, ENV SP  
Psomas  
520-691-7891  
chelsi.remme@psomas.com

**Proposal for Landscape Architectural Services for the Santa Cruz Cortaro Narrows project  
- rev3**

Dear Chelsi,

This proposal covers landscape architectural services for the PCRFC D Cortaro Narrows project. Wilder Landscape Architects (Wilder) will provide landscape and irrigation plans inclusive of details, specifications and cost estimates as outlined below. This scope is based on the information that you have provided via email (30% design plans and scope clarifications).

The original proposal was revised to include:

- vegetation inventory within the project area (our approach to this is outlined in Task 1)
- renderings for public meetings
- coordinate with OSC/AZ Game & Fish and Fish & Wildlife for landscape elements related to restoration
- post design support

The only change to this Rev 3 proposal is a slight adjustment in fee.

**TASKS AND DELIVERABLES**

*(Assumed plan scale for all submittals: 1" = 50'. Areas of planting will be shown at 1" = 10').*

**Task 1: Vegetation Inventory**

Wilder will conduct a vegetation inventory for the project area (within the soil cement banks of the 'narrows'. Native trees will be GPS located (points). Non-native / invasive species will not be mapped (with the exception that buffelgrass, *Pennisetum ciliare*, and stinknet, *Oncosiphon piluliferum*, if found, will be GPS located and called in to PCRFC D). The inventory will not follow riparian mapping standards - the purpose of the inventory is to understand the number and species of native trees and shrubs within the project area. This information will be used for two main purposes: (1) work with the design team and contractor to limit impact if possible to areas of vegetation / significant trees desired to be preserved in place (2) develop landscape plans that are responsive to the existing species that are removed for construction (with the understanding that the project is not following a particular mitigation requirement).

We have accounted for five field days for this work.

Native tree species to be GPS located (points):

*Chilopsis linearis*, desert willow  
*Parkinsonia florida*, blue paloverde  
*Populus fremontii*, Fremont cottonwood  
*Prosopis velutina*, native mesquite  
*Salix gooddingii*, Gooding's willow  
*Senegalia greggii*, catclaw acacia  
*Vachellia constricta*, white thorn acacia

Dense stands of native shrubs to be mapped via polygon (showing estimated area of coverage):

*Ambrosia monogyra*, burrobrush  
*Baccharis salicina*, willow baccharis  
*Salix exigua*, coyote willow

## Task Items

- Site inventory to map vegetation as noted above within the project area.
- Development of inventory plans showing mapped points and polygons.
- Quality control process.

## Deliverables

- Inventory plans (assumes one submittal, review, and one re-submittal in response to comments).
- Narrative description of plant species observed on site (both native and non-native) including observed native wetland species to inform plant selection/restoration efforts.

**Task 2: 50% Submittal**

50% landscape plans will include areas of planting and schedule of proposed plants and seed mix. Irrigation plans will include irrigation points of connection for water and power, and narrative strategy for irrigation (ie temporary breakaway system for channel bottom). Preliminary schedule of materials will be provided.

## Task Items

- Development of 50% landscape and irrigation plans.
- Quality control process.

## Deliverables

- 50% landscape and irrigation plans.
- Specifications and cost estimate.
- Written responses to all comments received on these plans.

**Task 3: 95% Submittal**

95% landscape and irrigation plans will be substantially complete, inclusive of all planting and irrigation system components. All areas of seeding shall be indicated, and base file provided to Psomas for inclusion in the erosion control plans.

**Task Items**

- Development of 95% landscape and irrigation plans, details and specs.
- Quality control process and response to comments.

**Deliverables**

- 95% landscape and irrigation plans and details.
- Specifications and cost estimate.
- Written responses to all comments received on these plans.

**Task 4: 100% Submittal**

Signed and sealed landscape and irrigation plans and special provisions for construction.

**Task Items**

- Development of 100% landscape and irrigation plans, details and specs.
- Quality control process and response to comments.

**Deliverables**

- 100% signed and sealed landscape and irrigation plans and details.
- Landscape and Irrigation Specifications and cost estimate.

**Task 5: Meetings / Coordination**

Wilder staff will participate in the following meetings and provide renderings (described under deliverable section) for the public meetings:

- Team Meetings: 7
- Public Meetings: 2. Wilder staff (1) will attend two public meetings and assist PCRFCFCD with responses to questions and comments from the public, under the direction of Pima County Community Relations Office members.

**Coordination**

- Coordination with WestLand's Ecosystem Preservation Project Implementation Plan for restoration of habitat for Gila topminnow into the new low flow channel.
- Coordinate with OSC/AZ Game & Fish and Fish & Wildlife for landscape elements related to restoration.

**Deliverables**

- Two plan graphic displays showing the proposed landscape concept in plan view, with images / descriptions of proposed plant species / planting strategies.
- Two renderings illustrating the project. The view point for the rendering will be approved by PCRFCFCD prior to start of rendering.
  - The first rendering will illustrate the project conditions at installation (the graded channel cleared of vegetation and the landscape plantings). Project highlights will be called out, so that items that are not evident at installation will be 'made visible' to the public.
  - The second rendering will be the identical view at year 8 - 10. This will show planting grown in and the now meandering stream channel.

**Task 6: Post Design Support**

Wilder will provide site observation and review of landscape and restoration practice installation during the first phase of construction. During field visits, Wilder will observe and document the work performed by the Contractor and their subcontractors for compliance with project plans.

- Wilder will provide 3 site visits during the first phase of construction to review final grading and landscape / habitat installation. Field observation report shall be developed for each site visit.
- Project close out and punch list: Wilder will provide one site visit each for close out and final punch.

**Deliverables**

- Field observation report for each site visit.
- Final punch.

**Assumptions and Conditions:**

- Psomas will provide project base files in AutoCAD format. CAD files showing project limits will be required prior to the start of vegetation inventory.
- All meetings will be held on-line or in Tucson, AZ.
- All deliverables will be provided to Psomas in PDF format.
- Plans will be drafted in AutoCAD 2024.
- The following services are not included and are available as an additional service if required: As-Built documentation.

**Fee by Task**

Task 1, Vegetation Inventory: \$14,455.50

Task 2, 50% Submittal: \$10,276.00

Task 3, 95% Submittal: \$7,938.00

Task 4, 100% Submittal: \$4,230.00

Task 5, Meetings / Coordination: \$14,270.00

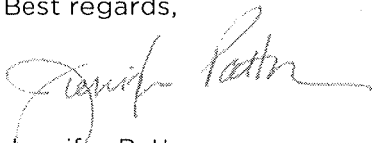
Task 6, Post Design Support: \$4,709.00

**Total Fee: \$55,878.50**

Work will be provided on a lump sum basis, billed monthly based on percent of work complete. Work beyond the scope outlined will be considered an additional service and will not proceed without approval from the Client.

I am looking forward to working with you and your team on this project. Please let me know if you have any questions or need additional information.

Best regards,



Jennifer Patton

Principal, Wilder Landscape Architects



# Cortaro Narrows

January 2, 2024

Wilder Landscape Architects (Wilder)						
TASK	TASK DESCRIPTION	Principal	Project Manager	Project Designer	WILDER TOTAL	WILDER TOTAL FEE BY PHASE
1	Vegetation Inventory	9	42	98	149	\$14,455.50
	Field Inventory including GIS preparation and data extraction	4	18	86		
	Inventory Plans inclusive of QA QC	5	24	12		
2	50% Plans	11	54	33	98	\$10,276.00
	50% Plan Development inclusive of planting and irrigation. Includes preparation of cost estimate, special provisions, and QA QC.	11	54	33		
3	95% Plans	9	30	39	78	\$7,938.00
	95% Plan Development inclusive of planting and irrigation. Includes preparation of cost estimate, special provisions, and QA QC.	9	30	39		
4	100% Plans	6	20	14	40	\$4,230.00
	100% Signed and sealed Plans inclusive of planting and irrigation. Includes preparation of cost estimate, special provisions, and QA QC.	6	20	14		
5	Meetings and Coord	40	71	12	123	\$14,270.00
	7 team meetings, 2 hours each	14				
	2 public meetings, 4 hours each	8				
	Board development - 12 hours per board. These are plan view graphics of the landscape plan.	4	12	12		
	Renderings (two). Initial (at-construction) view, and same view after 10 years.		45			
	Coordination with OSC/AZ Game & Fish and Fish & Wildlife	8	6			
	Coordination with Westland	6	8			
6	Post Design Support	34	0	0	34	\$4,709.00
	3 site visits, 4 hours each including drive time. Two hours for observation report.	18				
	Close out and punch. 4 hours each including drive time. Two hours for observation report.	12				
	Punch list development	4				
	<b>TOTAL HOURS</b>	<b>109</b>	<b>217</b>	<b>196</b>	<b>522</b>	
	BILLING RATES	\$ 138.50	\$ 108.00	\$ 88.50		
	REIMBURSABLE EXPENSES				\$	
	<b>Total Wilder Fee</b>	<b>\$ 15,096.50</b>	<b>\$ 23,436.00</b>	<b>\$ 17,346.00</b>	<b>\$ 55,878.50</b>	

**RATE TABLE**

<b>Firm:</b>	Wilder Landscape Architects (Wilder)
<b>Project:</b>	Santa Cruz Cortaro Narrows Training Structure (5SCNTS)
<b>Overhead %</b>	150%
<b>Profit %</b>	10%

(A) DISCIPLINE	(B) DIRECT LABOR RATE	(C) OVERHEAD	(D) PROFIT	BILLING RATE
Principal	\$50.36	\$75.54	\$12.59	\$138.50
Project Manager	\$39.27	\$58.91	\$9.82	\$108.00
Project Designer	\$32.18	\$48.27	\$8.05	\$88.50

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate

(A+B+C)

A. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

- Actual Payroll Rates within published industry standards
- Actual payroll rates for each person anticipated to be performing services on the assignment will be provided in advance of execution of the Agreement. Said listing may be updated on an annual basis during the term of the contract

b. Annual Salaried Professionals

- Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates
- Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates

c. Allowable Annual Increases

- Reasonable annual salary increases within published industry standards may be allowed and approved in advance
- Unusually high proposed increases and increases above published industry standards may be agreed to on a case by case basis.

d. Sub consultants

Specific billing arrangements will be negotiated with specialty sub-consultants such as the following:

- Attorneys
- Financial Advisors
- Surveyors
- Subsurface Consultants
- Specialty Consultants

e. Vacation/Holidays

- Included in firm's audited multiplier

f. Sick Time

- Included in firm's audited multiplier

g. Billing for non-productive idle time

- No billing for vehicle driving time (commuting time)
- Allow billing during air travel to Pima County for actual time worked on Pima County projects
- Short-term assignments are negotiable

2. Multipliers

- Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
- Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
- Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the consultant

- d. County will consider annual audited multipliers or fixed multipliers for the contract period
- 3. Travel Time
  - a. Air Travel
    - Allow only for time spent on aircraft working on Pima County projects
  - b. Land Travel
    - Not allowed from Phoenix Metro Area to Pima County (both ways)
    - Not allowed to and from airports
  - c. Local Travel between meetings and job sites
    - Allowed
- 4. Expenses
  - a. Mileage (Between Phoenix Metro Area and Pima County)
    - Approve at the established County mileage rate
    - Included in firm's audited multiplier or as other direct cost
    - Mileage for commuting not allowed
  - b. Mileage – local
    - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
    - Included in firm's audited multiplier or as other direct cost
    - Mileage for commuting to and from work place not allowed
  - c. Car Rental/Lease/Corporate Vehicles
    - Included in firm's audited multiplier or as other direct cost
  - d. Hotel/Meals
    - Allow only for infrequent call-in of an out of state consultant for a limited period of time
    - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
    - Allowed charges to be identified as other direct costs
  - e. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges
    - Include in firm's audited multiplier
  - f. Relocation, second domicile or subsistence expenses
    - Negotiable on a case by case basis
  - g. Reproduction Costs
    - Bill as other direct costs if not in audited multiplier
  - h. All other direct costs will be detailed in the contract billing
- 5. Unallowable Costs
  - a. Bonus
    - Not allowed as a direct charge or in the multiplier
  - b. Entertainment Costs

- c. Marketing Costs
  - Only as allowed in audited multipliers
- d. Non-identifiable Costs
- e. Donations
  - Only as allowed in audited multipliers
- f. Mark-up on sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

B. INVOICING

CONSULTANT will submit invoices to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. The Project Manager may delay approval for up to five (5) working days to review the Progress Report and invoice. The invoice will tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.

**End of Exhibit B**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Sharon Brubaker	
	<b>PHONE (A/C, No, Ext):</b> 770.756.6599	<b>FAX (A/C, No):</b> 770.756.6599
	<b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : National Union Fire Ins Co of Pittsburgh	19445
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**INSURED**  
Psomas  
865 South Figueroa Street  
Suite 3200  
Los Angeles CA 90017

PSOMAS

## COVERAGES

CERTIFICATE NUMBER: 303568712

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5268212	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489706	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015893764 (AOS) WC015893765 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

7PFC240101; Santa Cruz Cortaro Narrows Training Structure (5SCNTS) Tucson, AZ, CT-FC-24-293.

Pima County Regional Flood Control District, its departments, districts, boards, commissions, officers, officials, agents and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. The above referenced liability policies are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

## CERTIFICATE HOLDER

## CANCELLATION

Pima County Regional Flood Control District 150 W. Congress, 5th Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT</b> NAME: Lisa Shimizu-Fookes PHONE (A/C, No, Ext): 714-427-3482 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
License#: 6003745 PSOMAS0-01	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : XL Specialty Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> PSOMAS 865 S. Figueroa Street, Suite 3200 Los Angeles CA 90017	NAIC # 37885

**COVERAGES****CERTIFICATE NUMBER:** 480119667**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab & Poll. Liab Claims-Made Form Retro date 10/15/1947		Y	DPR5018205	10/15/2023	10/15/2024	Per Claim/2,000,000 \$2,000,000/Agg lmt

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured Status is not available on Professional Liability Policy.  
7PFC240101, Santa Cruz Cortaro Narrows Training Structure (5SCNTS), Tucson, AZ, Client Ref #T-FC-24-293

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**

Pima County Regional Flood Control District Attn: Linda Harper 150 W. Congress, 5th Floor Tucson AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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2. The specific nature and extent of the injury or damage that has been sustained; and
3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

#### **XI. OTHER CONDITIONS**

##### **A. Cancellation**

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

##### **B. Action Against The Company**

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

##### **C. Assignment**

This Policy may not be assigned or transferred without written consent of the Company.

##### **D. Subrogation**

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.



This endorsement, effective 12:01 a.m., 10/15/2023 forms a part of

Policy No. DPR5018205

Issued to PSOMAS

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES**

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph **A. Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty (30) days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and
2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.